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Recording Requested by and
When Recorded Mail to:

THE REDEVELOPMENT
AGENCY OF THE
CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522

DOC # 2002-183405

04/18/2002 08:08A Fee:NC

Page 1 of 13

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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SPACE ABOVE THIS LINE
FOR RECORDING USE

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D.T. T. # 6

DX 1461



GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, **THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic (the "GRANTOR"), hereby grants and conveys to **HABITAT FOR HUMANITY RIVERSIDE**, a California non-profit benefit corporation (the "GRANTEE"), that certain real property (the "Property") commonly known as Assessor's Parcel No. ²¹¹⁻²³²⁻⁰⁰⁵~~211-232-005~~, located within the City of Riverside, County of Riverside, State of California, as more particularly described in the legal description, and as depicted on the diagram, that are attached hereto and incorporated herein by reference as **Exhibit "A."**

RECITALS

A. This conveyance is in accordance with, and subject to the Central Industrial/Sycamore Canyon and Box Springs Merged Project Area (the "Redevelopment Plan"). The Redevelopment Plan and related documents are public records on file in the offices of the City Clerk of the City of Riverside located at 3900 Main Street, Riverside, California 92522. The Redevelopment Plan and related documents are incorporated herein by reference.

B. This conveyance is also in accordance with, and subject to, that certain Disposition and Development Agreement dated 12-18-01 ("DDA") entered into by the Grantor and Grantee. The DDA and related documents are public records on file in the offices of the City Clerk of the City of Riverside located at 3900 Main Street, Riverside, California 92522. The DDA and related documents are herein incorporated by reference. Unless otherwise specified herein, all terms used in this Grant Deed shall have the meaning ascribed to them in the DDA.

DX 1461

C. The specific purpose of the DDA is to increase the amount of housing available at an affordable cost to lower income households within the Project Area. It is understood that the primary consideration for the Grantor in entering into the DDA is: (i) that the Grantee has committed to constructing two single family residences, as more fully described herein, on the Property that will be conveyed at an Affordable Cost to two prospective owners who meets the requirements of Grantee's "housing development program" and who qualifies as a Lower Income Household; and (ii) that Grantee has committed to restricting use of the Property such that it will remain available to Lower Income Households at an affordable cost for a period of thirty (30) years.

D. At a regularly held and noticed public hearing held in compliance with Health and Safety Code § 33431, the Agency Board considered and approved the DDA and adopted a resolution authorizing the Grantor to sell the Property pursuant to Health and Safety Code § 33433(c)(1). In so approving the DDA, the Agency Board found, based on substantial evidence, that (i) disposition of the Property pursuant to the DDA qualifies as the sale of a Small Housing Project as defined in Health and Safety Code § 33013; (ii) the Property will be conveyed with covenants, conditions, and restrictions sufficient to restrict use of the Property such that it will remain available to Lower Income Households at an Affordable Cost for a period of thirty (30) years; (iii) implementation of the DDA will increase the supply of affordable housing within the Project Area; and (iv) implementation of the DDA will assist in the elimination of blight in the Project Area.

NOW, THEREFORE, Grantee covenants, agrees, and declares for itself, its successors, and its assigns that the Property shall be held, used, maintained, and transferred pursuant to the terms of the DDA and the conditions contained herein as follows.

RESTRICTIONS

1. **Restrictions Run With the Land.** The restrictions ("Restrictions") set forth herein are limitations on the ownership and use of the land as provided in Civil Code § 784. The Restrictions are made for the direct benefit of the Property, are appurtenant to the estate conveyed to the Grantee herein, and shall run with the land and be binding upon the Grantee as provided in Civil Code §1460 through §1468. These Restrictions benefit, and may be enforced by, the Grantor, the City of Riverside ("City"), and their respective successors or assigns. Grantee shall not challenge the Restrictions as set forth in this Grant Deed or any right of the Grantor or the City created under this Grant Deed or the DDA. Grantee expressly acknowledges and agrees that the Restrictions are reasonable restraints on Grantee's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation.

2. **Provisions Run with the Land.** Grantee covenants and agrees for itself, its successors, and its assigns, that the provisions of the Grant Deed shall run with title to the Property and shall be binding upon the Grantee, its successors, and its assigns. The Grantee covenants and agrees, for itself, its successors, and its assigns that the provisions of this Grant Deed may be enforced by the Grantor or any successor or assign of the Grantor. These provisions shall remain in effect for thirty (30) years from the date this Grant Deed is recorded



except for the nondiscrimination and nonsegregation provisions in Section 8 [Nondiscrimination and Nonsegregation Clauses] which shall remain in effect in perpetuity.

3. **Use Covenant.** The Property shall remain available at Affordable Cost to a Lower Income Household for a period of thirty (30) years commencing upon recordation of the Deed. During such period, the Property shall be used solely as two single family residential dwellings occupied respectively by the Sweat-Equity Partners. During such period, if the Property is sold or refinanced Grantee, its successor and assigns shall ensure that the Property continues to be available at an Affordable Cost to a Lower Income Household. Grantee covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Property or part thereof, that it shall operate and maintain the Project in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. §12101 *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900 *et seq.*) as they may be applicable to the Project and as they exist on the date of the DDA or as they may thereafter be amended, repealed and reenacted, or otherwise modified.

4. **Prohibition on Leasing.** Grantee, its successors and its assigns, shall not rent, lease, or sublease the Property (including any improvement or fixture thereto) or any part thereof, or otherwise transfer or attempt to transfer a tenancy or leasehold interest in the Property (including any improvement or fixture thereto) or any part thereof.

5. **Use of City of Riverside Utilities.** Grantee shall purchase from the City (including its constituent utility agencies) electrical service, and all other utility services, for the Property and any buildings, structures, fixtures, or equipment thereon, as are available for purchase from the City (including its constituent agencies).

6. **Use of Alley.** Grantee covenants and agrees for itself, its successors and assigns, and any successor-in-interest to the Property, or part thereof, that if an alley is constructed pursuant to the Project Plans it may be used by both Sweat Equity Partners. It is Grantee's responsibility to create a reciprocal use agreement per City regulations to be executed by each Sweat-Equity Partner.

7. **Maintenance of the Property.** Grantee covenants and agrees for itself, its successors and assigns, and any successor-in-interest to the Property, or part thereof, that it will, at its sole cost and expense: (i) maintain the appearance and safety of the Property (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; (ii) remove all graffiti placed upon the Property (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance; (iii) maintain in good order, condition and repair, properly functioning landscape irrigation systems on the Property; and (iv) remove and promptly replace all dead or diseased landscaping material on the Property. In the event of a default of this Covenant and of a failure to cure the default within fifteen (15) days after service of a written notice by Grantor and/or the City, Grantor and/or the City or their agents, employees and contractors shall have the right to enter upon the Property without further notice and to take such actions as are necessary to cure the default. Grantee shall reimburse Grantor and/or the City for all costs associated with cure of the default (including but not limited to, staff services, administrative costs, legal



services, and third party costs), within fifteen (15) days after service of a written notice by Grantor and/or City. If Grantee fails to pay within the time provided, such costs shall be a lien upon the Property, as provided by California Civil Code §2881. The Grantor may enforce and foreclose such lien in any manner legally allowed.

8. **Nondiscrimination in Employment.** Grantee covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Property or part thereof, that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. §200, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, *et seq.*, the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. §621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324b, *et seq.*, 42 U.S.C. §1981, the California Fair Employment and Housing Act, California Government Code §12900, *et seq.*, the California Equal Pay Law, California Labor Code §1197.5, California Government Code §11135, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

9. **Nondiscrimination and Nonsegregation Clauses.** Any deeds, leases, or contracts which are proposed to be, or which are, entered into with respect to the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Property (including improvements and fixtures) (or party thereof), shall be subject to, and shall expressly contain, nondiscrimination or nonsegregation clauses in substantially the following form:

9.1 **In Deeds.** "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code §12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure 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 or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

9.2 **In Leases.** "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, *et seq.*)



and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure 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 or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased.”

9.3 **In Contracts.** “There shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land or premises affected by this instrument, nor shall the contracting or subcontracting party or parties, or other transferees under this instrument or any person claiming under or through it, violated the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, *et seq.*), and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, *et seq.*) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument or any person claiming under or through it.”

10. **Taxes and Encumbrances.** Grantee shall pay, when due: (i) all *ad valorem* property taxes imposed on the Property under Article XIII A of the California Constitution; (ii) all special taxes imposed on the Property; (iii) all special assessments imposed on the Property; and (iv) all other taxes, assessments, fees, exactions, or charges any portion of which are allocated to, or received by, the City or the Grantor and which are imposed due to the ownership, use, or possession of the Property or interest therein or due to the construction or operation of the Project. Upon failure to so pay, Grantee shall remove any lien, levy, or encumbrance made on the Property within ninety (90) days of the attachment of such. Grantee hereby waives any right it may have to contest the imposition of such taxes, assessments, fees, exactions, or charges against the Property or upon the construction or operation of the Project which are levied by the City, the Grantor, the County of Riverside, or the State of California, or any special district of any of the foregoing.

11. **Right of Reverter.** If after conveyance of the Property, Grantee fails to meet the Schedule of Performance within the time required under Section 4.2 of the DDA, provided that the Grantee has not obtained an extension or postponement to which the Grantee may be entitled pursuant to the DDA, upon recordation of a notice of exercise of reverter title shall automatically revert in the Grantor and the Grantor may reenter and take possession of the Property or any



portion thereof with all improvements thereon and terminate any estate the Grantee may have in the Property.

11.1. **Limitations of Right of Reverter.** The right to reenter, repossess, terminate, and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

a. Any mortgage, deed of trust, or other security interests approved by the Grantor under the DDA; or

b. Any rights or interests provided in the DDA for the protection of the holders of such permitted Security Financing.

11.2 **Revesting of Property to Grantor.** Upon the revesting in the Grantor of title of the Property, or any part thereof, as provided in Section 10 [Right of Reverter], the Grantor shall use its best efforts to release, or resell the Property, as the case may be, or any part thereof, as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to the Grantor and in accordance with the uses specified for the Property, or any part thereof, in the Redevelopment Plan. Grantor shall have no obligation to sell the Property for fair market value. Grantor may sell the Property for fair reuse value. In the event of a resale, the proceeds, if any, thereof shall be applied as follows:

a. First, to reimburse the Grantor on its own behalf or on behalf of the City for all costs and expenses incurred by the Grantor, including but not limited to, salaries to personnel, legal costs and attorneys' fees, and all other contractual expenses in connection with the recapture, management, and resale of the Property (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments, or charges, as determined by the City, as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property or part thereof; and amounts otherwise owing the Grantor by the Grantee, its successors, or transferees; and

b. Second, to reimburse the Grantee, its successor or transferee, up to the amount equal to (i) the sum of the Purchase Price paid to the Grantor by the Grantee for the Property, (ii) the costs incurred for the development of the Property and for the agreed improvements existing on the Property at the time of the reentry and repossession, less (iii) any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.



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

12. **Compliance with Laws.** Grantee covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Property or part thereof, that it shall operate and maintain the Project in conformity with the Redevelopment Plan, Local Regulations, and all applicable state and federal laws including all applicable labor standards, disabled and handicapped access requirements, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.* and the Unruh Civil Rights Act, California Civil Code §51, *et seq.*

13. **Speculation in Land Prohibited.** Grantee covenants and agrees for itself, its successors, and its assigns, that Grantee, its successors and its assigns shall use, maintain, and transfer the Property in such a manner as to prevent speculation and/or excess profitmaking in the Property within the meaning of California Health and Safety Code § 33437.5 as that section exists on the date of the DDA or as it may thereafter be amended, repealed and reenacted, or otherwise modified.


IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed by themselves or by their respective officers duly authorized this ~~18th~~^{18th} day of ~~November~~^{December}, 2007.
2007.
2007.

[Signatures on Following Page]



GRANTOR

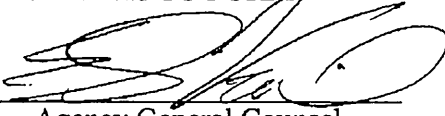
**REDEVELOPMENT AGENCY OF THE CITY
OF RIVERSIDE, a public body, corporate and
politic**

By: 
Executive Director
Robert c. Wales

ATTESTATION

By: 
Agency Clerk Secretary

APPROVED AS TO FORM


By: 
Agency General Counsel

**The Grantee hereby accepts the Property and approves each of the Restrictions set forth in
this Grant Deed.**

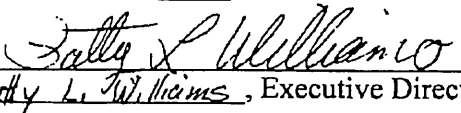
GRANTEE

**HABITAT FOR HUMANITY RIVERSIDE,
a California non-profit public benefit
corporation**

[Requires Notarization]

By: 
Ron Egan, President

[Requires Notarization]

By: 
Patty L. Williams, Executive Director



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On February 4, 2002, before me, Janis Lowry, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert C. Wales and Colleen J. Nicol,
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

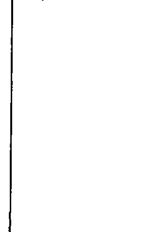
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



DX 1461

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Riverside

On December 6, 2001 before me, Irma Serrato, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Patty L. Williams
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.



WITNESS my hand and official seal.

Irma Serrato

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed

TITLE OR TYPE OF DOCUMENT

11 pages

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



DX1461

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5907

State of California

County of Riverside

On December 6, 2001 before me, Irma Serrato, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ron Egan
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.



WITNESS my hand and official seal.

Irma Serrato
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed
TITLE OR TYPE OF DOCUMENT

11 pages
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



DX1461

EXHIBIT A

Project: Covenant and Agreement
APN 211-232-006

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

LOT 8 IN BLOCK 10 AS SHOWN BY MAP ON FILE IN MAP BOOK 6, PAGE 14 THEREOF,
RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY 40 FEET THEREOF.

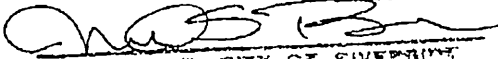
DESCRIPTION APPROVAL 11, 30, 01

CITY OF RIVERSIDE



EXHIBIT A

Project: Covenant and Agreement
APN 211-232-005

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

LOT 7 IN BLOCK 10 AS SHOWN BY MAP ON FILE IN MAP BOOK 6, PAGE 14 THEREOF,
RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY 40 FEET THEREOF.

DESCRIPTION APPROVAL 11/30/01

CITY OF RIVERSIDE

