

Recording Requested by:
FNTG Builder Services

DOC # 2021-0066886
02/01/2021 05:00 PM Fees: \$197.00
Page 1 of 12
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:
Housing Authority of the City of Riverside
3900 Main Street
Riverside, California 92522
Attention: Authority Secretary

**This document was electronically submitted
to the County of Riverside for recording**
Received by: REGINA #080

20046392 6/17

AFTER RECORDATION, MAIL TO
AND MAIL TAX STATEMENTS TO:

Anacapa Riverside LLC
Attn: President
10071 Feron Boulevard
Rancho Cucamonga, California 91730

D- 17598

ADN: 141-173-012
141-173-036
DTT-2010

(Space above for Recorder's Use
Only) This document is exempt
from recording fees pursuant to
Government Code Section 27383
and 27388.1

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, this 3rd day of August, 2020, the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity ("Grantor") hereby grants to ANACAPA RIVERSIDE LLC, a California limited liability company ("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, located at 11502 Anacapa Place, Riverside, California 92505, also known as Assessor Parcel Nos. 141-173-012 and 141-173-036, 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 Assignment and Assumption Agreement for the Disposition and Development Agreement, dated as of August 3, 2020, which assigned to the Grantee that certain Disposition and Development Agreement by and between Grantor and Northtown Housing Development Corporation, a California nonprofit public benefit corporation, dated February 13, 2019 (collectively 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, though, 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 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. During the term of the Agreement and the Regulatory Agreement (as defined below), 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 Low Income Households as specified in the Agreement and that certain Regulatory Agreement entered into by and between the Grantor and the Grantee dated August 3, 2020, and recorded against the Site ("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. Subject to the approval of the construction loan lender or permanent loan lender having senior priority, as applicable, 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 revert in the Grantor the estate (or part thereof) conveyed to the Developer if after any Conveyance and prior to the issuance of the Release of Construction Covenants, the Developer (or its successors in interest) shall:

(a) subject to the extensions of time set forth in Section 9.7 of the Agreement, fail to start the construction of the Project as required for a period of forty-five (45) days after written notice of default thereof from the Grantor; or

(b) subject to the extensions of time set forth in Section 9.7, abandon or substantially suspend construction of the Project as required by this Agreement for a period of thirty (30) days after written notice thereof from the Grantor; or

(c) contrary to the provisions of Section 2.2 of the Agreement, transfer or suffer any involuntary transfer of the Site or any part thereof in violation of this Agreement.

(d) The periods set forth in paragraphs a., b., and c. above shall be extended if, within forty-five (45) days after notice is delivered by the Grantor, the Developer delivers to the Grantor notice that it has elected to submit a plan to cure such default or defaults within one hundred eighty (180) days of the Developer's notice to the Grantor.

(e) Such right to reenter, terminate and revert 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 Grantor; or (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust or other security interests.

(f) Upon issuance of a Release of Construction Covenants for the Project, the Grantor's right to reenter, terminate and revest shall terminate.

(g) Subject to the rights of a construction loan lender, upon the revesting in the Grantor of title to the Site or portion thereof as provided in this Section, the Grantor shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site or portions thereof 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 such parcel or part thereof. 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 or portions thereof, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, shall be applied:

(h) First, to reimburse the Grantor, all reasonable costs and expenses incurred by the Grantor, excluding Grantor staff costs, but specifically including (but not limited to) any expenditures by the Grantor in connection with the recapture, 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 Developer 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 Developer, 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.

(i) Second, to reimburse the Developer, 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 or part thereof and for the Project existing on such Site at the time of the reentry and possession, less (b) any net gains or income withdrawn or made by the Developer from such Site or the improvements thereon.

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

(k) The rights established in this Section 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 will have conveyed the Site or portion thereof to the Developer for redevelopment purposes, particularly for

development of the Project and not for speculation in land.

5. Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, or any part of it, nor shall the Grantee or any person claiming under or through it, establish or permit any 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, including the Affordable Units, or any portion thereof. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

Grantee shall refrain from restricting the sale of the Site, including the Affordable Units, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All such deeds, leases, contracts, or subcontracts 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360

of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

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: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, 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.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision(m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party 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, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

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, except as otherwise set forth in a subordination agreement between a lender to the Project and the Grantor, 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.

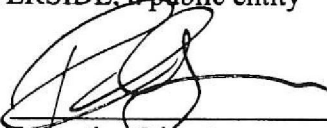
9. Only Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Site shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed, 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.

[SIGNATURES ON FOLLOWING PAGE.]

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”

HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity

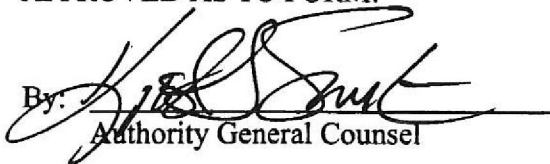
By: 
Executive Director

Date: August 24, 2020

ATTESTED TO:

By: 
Authority Secretary

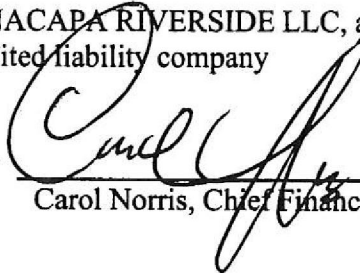
APPROVED AS TO FORM:

By: 
Authority General Counsel

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

“GRANTEE”

ANACAPA RIVERSIDE LLC, a California limited liability company

By:  8/3/2020
Carol Norris, Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

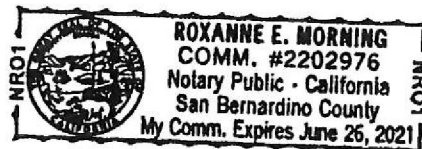
STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On August 3, 2020, before me, Roxanne E Morning, personally appeared Carol Norris 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.

Roxanne E Morning
Notary Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

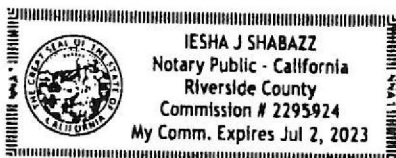
State of California)
County of Riverside)

On August 24, 2020 before me, Iesha J. Shabazz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Rafael Guzman and Eva Arseo
Name(s) of Signer(s)

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.



Signature Iesha J. Shabazz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed
Document Date: August 3, 2020 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

Exhibit "A"

**EXHIBIT "A"
LEGAL DESCRIPTION**

Project: P18-0450 Anacapa Lots
APN: 141-173-012 & 141-173-036

PARCEL A

That certain real property located in the City of Riverside, County of Riverside, State of California, being Parcel A of Certificate of Compliance CO-P18-0450 recorded November 4, 2019, as Document No. 2019-0448744 of Official Records of Riverside County California, described as follows:

The Southwesterly rectangular 50 feet of Lots 10 and 11 of La Sierra Home Tract as shown by map on file in Book 12, Page 84 of Maps, records of Riverside County, California.

SUBJECT TO an Easement for Public Street Purposes as granted to the City of Riverside by Deed recorded July 23, 2018, as Document No. 2018-0295813 of Official Records of Riverside County, California.

Area – 4,012.6 S.F. more or less

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being Parcel B of Certificate of Compliance CO-P18-0450 recorded November 4, 2019, as Document No. 2019-0448744 of Official Records of Riverside County California, described as follows:


The Northeasterly rectangular 100 feet of Lot 11 of La Sierra Home Tract as shown by map on file in Book 12, Page 84 of Maps, records of Riverside County, California.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Riverside by Deed recorded June 5, 1981, as Instrument No. 104346 of Official records of Riverside County, California.

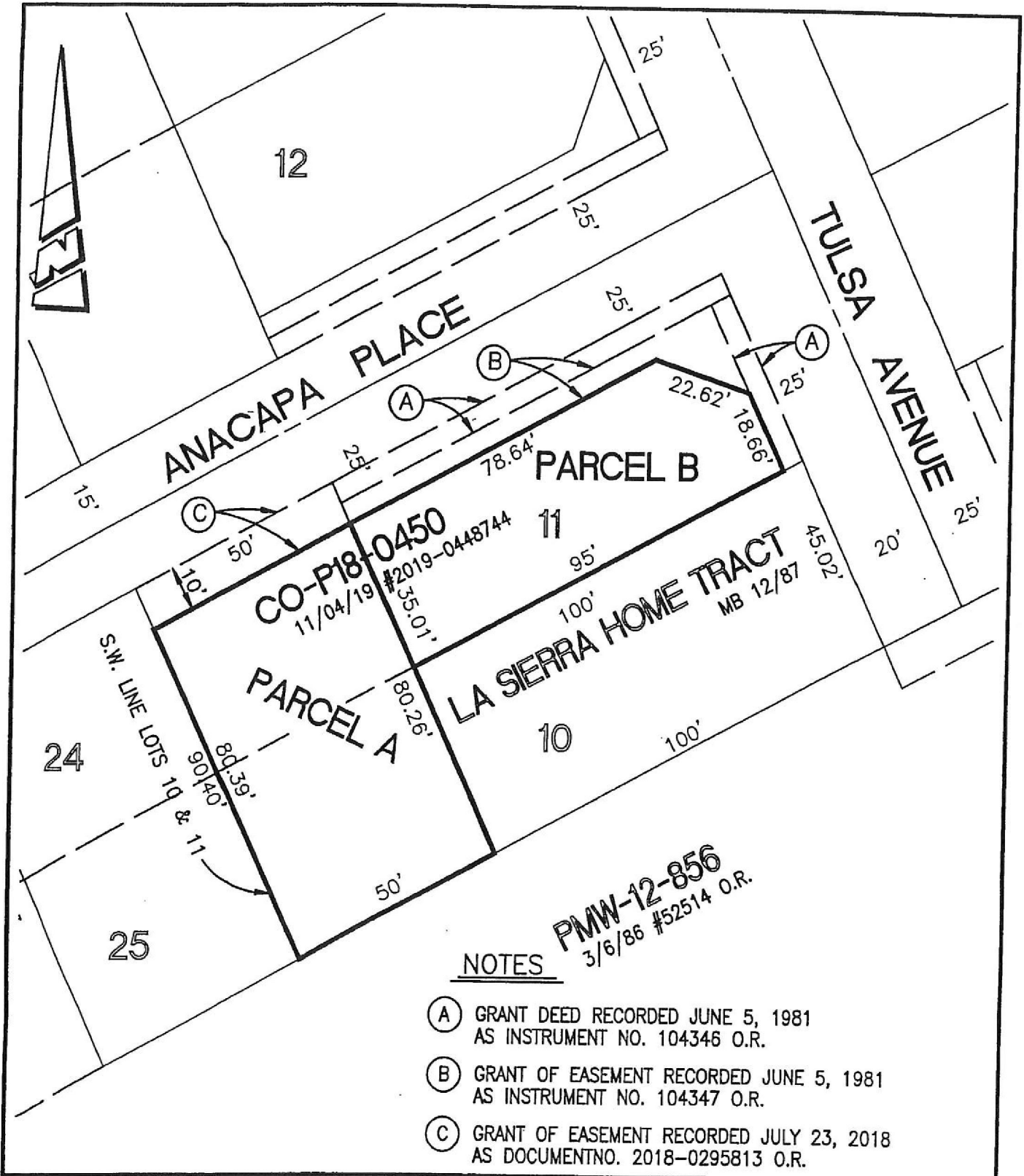
ALSO SUBJECT TO an Easement for Public Street Purposes as granted to the City of Riverside by Deed recorded June 5, 1981, as Instrument No. 104347 of Official Records of Riverside County, California.

Area – 3,189.1 S.F. more or less

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

Curtis C. Stephens 11/21/19 Prep. 
Curtis C. Stephens, L.S. 7519 Date





NOTES
PMW-12-856
 3/6/86 #52514 O.R.

- (A) GRANT DEED RECORDED JUNE 5, 1981 AS INSTRUMENT NO. 104346 O.R.
- (B) GRANT OF EASEMENT RECORDED JUNE 5, 1981 AS INSTRUMENT NO. 104347 O.R.
- (C) GRANT OF EASEMENT RECORDED JULY 23, 2018 AS DOCUMENT NO. 2018-0295813 O.R.

• 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

SCALE: 1"=30' DRAWN BY: CURT DATE: 11/12/19 SUBJECT: ANACAPA LOTS - GRANT DEED