

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

DOC # 2003-0690580

JUN 11, 2003 3:15 PM

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

Poway Manufactured Home Communities, LLC
625 Broadway, Ste 611
San Diego, CA 92101
Attention: Ken Sauder, Executive Director

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 55.00
OC: AFNF



This document is exempt from payment of a recording fee pursuant to Government Code Section 27383.

~~33050426-52~~

~~773-142-20-73~~

314-220-68

314-221-04

Documentary Transfer Tax: \$ 0 - Transfer from public entity
Based on full value of property conveyed

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ICON

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GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **POWAY REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Agency"), effective as of June 10, 2003, hereby grants to **POWAY MANUFACTURED HOME COMMUNITIES, LLC**, a California limited liability company ("Purchaser"), the real property hereinafter referred to as the "Site," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. Reservation of Mineral Rights. Agency excepts and reserves from the conveyance herein described all interest of the Agency 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 purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

2. Conveyance in Accordance With Mobilehome Park Sale and Operating Agreement. The Site is conveyed in accordance with and subject to the Mobilehome Park Sale and Operating Agreement entered into between Agency and Purchaser dated April 29, 2003 (the "Purchase Agreement"), a copy of which is on file with the Agency at its offices as a public record and which is incorporated herein by reference. The Purchase Agreement requires the Purchaser to operate and maintain the existing mobilehome parks on the Site in perpetuity, and other requirements as set forth therein. All terms used herein shall have the same meaning as those used in the Purchase Agreement.

3. Permitted Uses. The Purchaser covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that upon the date of this Grant Deed and thereafter, the Purchaser shall devote the Site to the uses specified in this Grant Deed for the periods of time specified therein. All uses conducted on the Site, including, without limitation,



all activities undertaken by the Purchaser pursuant to the Purchase Agreement, shall conform to the Purchase Agreement and all applicable provisions of the City Municipal Code. The foregoing covenants shall run with the land.

4. Restrictions on Transfer. The Purchaser further agrees that no voluntary or involuntary successor in interest of the Purchaser shall acquire any rights or powers under the Purchase Agreement or this Grant Deed, nor shall the Purchaser make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Parks thereon, except as permitted or approved by the Agency pursuant to Section 604 of the Purchase Agreement.



5. Binding on Successors. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Purchaser and the permitted successors and assigns of the Purchaser. Whenever the term "Purchaser" is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

6. Nondiscrimination. The Purchaser herein covenants by and for itself, its 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 Purchaser itself or any person claiming under or through Purchaser, 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.

The Purchaser shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or 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 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:

"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 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

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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 pertaining to the disposition of the realty: “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.”

7. Violations Do Not Impair Liens. 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 or deed of trust or security interest permitted by paragraph 4 of this Grant Deed.

8. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of Purchaser’s obligations hereunder, except as otherwise provided hereunder, shall remain in effect in perpetuity. Every covenant contained in this Grant Deed against discrimination contained in paragraph 6 of this Grant Deed shall remain in effect in perpetuity.

9. Covenants For Benefit of Agency. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, in the event of any breach of any such covenants, shall have the right to exercise all 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.

10. Revisions to Grant Deed. Both Agency, its successors and assigns, and Purchaser and the successors and assigns of Purchaser in and to all or any part of the fee title to the Site shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. However, Purchaser and Agency are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the City or Agency’s Redevelopment Project Area, or any person or entity having any interest in any other such realty.

**Just in case there might be any doubt:
here, they have clearly and unambiguously
reserved the right to change the so-called Deed
Restrictions any way they please at any future
time!!**

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AGENCY:

POWAY REDEVELOPMENT AGENCY, a public body, corporate and politic

By: James J. Bowler

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ATTEST:

Jori Anne Peoples
Secretary of the Agency

APPROVED AS TO FORM:

[Signature]
Stradling Yocca Carlson & Rauth
Agency Special Counsel

PURCHASER:

POWAY MANUFACTURED HOME COMMUNITIES, LLC, a California limited liability company

By: Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation

By: Kenneth L. Sauder
Kenneth L. Sauder, Executive Director