

RECORDING REQUESTED BY:)

City of Riverside)
3900 Main Street, Seventh Floor)
Riverside, California 92522)
Attention: City Clerk)
)
Project: Home Front at Camp Anza/)
Riverside Public Library, Arlanza Branch)

(Space above for Recorder's Use Only)

This document is exempt from recording fees
pursuant to Government Code Section 27383

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (“**Agreement**”) is made this 11 day of September, 2015, by and between Camp Anza, L.P., a California limited partnership (“**Grantor**”) and the City of Riverside, a California municipal corporation (“**Grantee**”), with reference to the facts set forth below.

RECITALS

A. Grantor is the owner of certain real property located in the City of Riverside, County of Riverside, State of California (“**Grantor Property**”) more particularly described on Exhibit A attached hereto

B. Grantee is the owner of certain real property located adjacent to the Grantor Property (“**Grantee Property**”) more particularly described in Exhibit D attached hereto.

C. Grantee has constructed certain improvements, which includes a fence, walkway and light standards (the “**Grantee Improvements**”) which encroach unto the southern property line of the Grantor Property.

D. Grantor desires to grant to Grantee a new easement to enter onto and over a portion of the Grantor Property as legally described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the “**New Easement Area**”) in order to use, access, operate, maintain, repair and replace the Grantee Improvements (collectively, “**Easement Purposes**”).

E. Grantor is willing to grant such New Easement Area upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as set forth below.

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns as set forth herein, an appurtenant, non-exclusive, perpetual easement upon, over, across and under the New Easement Area for the Easement Purposes (“**New Easement**”). The term of the New Easement shall commence upon the recordation of this Agreement.

2. Character of Easement. The New Easement shall be non-exclusive and shall be for the use and benefit of Grantee, Grantor, and their respective successors, assigns, agents, contractors, invitees, permittees and employees (collectively, “**Permitted Users**”). Any reference to any party’s use of the New Easement shall be deemed to include the use by its Permitted Users.

3. Easement Work.

(a) The Grantee shall periodically inspect, maintain, repair, reconstruct, and replace the Grantee Improvements to insure the safe, lawful and reasonable operation of such Grantee Improvements. All costs and expenses for such inspection, maintenance, repair, reconstruction, and replacement of the Grantee Improvements shall be borne solely by the Grantee. The Grantee hereby acknowledges that the Grantor owns and operates a multifamily residential rental development located on the Grantor Property, and the Grantee shall use commercially reasonable efforts to minimize interference and disturbance of the residents and guests of the Grantor’s development with respect to the Easement Purposes.

(b) If, at any time, the Grantee should fail to perform any of its obligations under Section 3(a) above, then the Grantor may provide the Grantee with written notice thereof. The Grantee shall thereafter use commercially reasonable efforts to cure any such failure within fourteen (14) days of the Grantee’s receipt of such notice. If the Grantee fails to cure any such failure within such fourteen (14) day time period, then the Grantor shall have the right, but not the obligation, to immediately inspect, maintain, repair, reconstruct and replace the Grantee Improvements pursuant to this Section 3(b) to insure the safe, lawful and reasonable operation of such Grantee Improvements; *provided, however*, if such cure is one that will reasonably require more than fourteen (14) days to cure, the Grantor shall not have the right to inspect, maintain, repair, reconstruct and replace the Grantee Improvements if the Grantee commences cure within such fourteen (14) day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the Grantee shall reimburse the Grantor for any costs and expenses incurred by the Grantor in inspecting, maintaining, repairing, reconstructing and replacing any portion of the Grantee Improvements and New Easement Area pursuant to this Section 3(b). In the event the Grantee fails to reimburse any such costs and expenses within such thirty (30) day period, from and after such period the Grantee shall additionally be obligated to pay the Grantor interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.

4. Use of Easement Area. Grantor retains all uses and rights with regard to the Grantor Property which are not inconsistent with the New Easement, including but not limited to the right to grant other easements in the New Easement Area which are not inconsistent with the New Easement and which do not interfere with the Easement Purposes, the Grantee Improvements or the use thereof by the Permitted Users. Grantor and successive owners of the New Easement Area shall not do anything which interferes with the operation, maintenance, repair or replacement of the Grantee Improvements.

5. Restoration. If the Grantee, in the course of exercising the Easement Purposes, should damage or destroy any portion of the New Easement Area or Grantor Property, the Grantee shall, at the election of the Grantor, either (a) repair, reconstruct or replace such damaged or destroyed portion of the Easement Area or Grantor Property (at the Grantee's sole cost and expense) or (b) reimburse Grantor upon demand for all reasonable costs and expenses actually incurred by Grantor in repairing, reconstructing or replacing such damaged portion of the New Easement Area or Grantor Property, as applicable.

6. Indemnity. The Grantee agrees to indemnify, defend and hold the Grantor and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, mortgagees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, without limitation, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the indemnifying party's reconstruction, removal, replacement, inspection, repair, or maintenance of the Grantee Improvements or on the New Easement Area.

7. Mechanic's Liens and Removal of Liens. The Grantee shall keep the New Easement Area and Grantor Property free and clear of all mechanic's or materialmen's liens which may arise out of any reconstruction, removal, replacement, inspection, repair or maintenance on the New Easement Area or of the Grantee Improvements or any other activities or work on the New Easement Area or Grantee Improvements. To the extent any such liens are recorded against the Grantor Property or any part thereof, the Grantee shall cause such lien to be released and removed within fifteen (15) days of knowledge or being served notice of such filing and/or recording, either by satisfaction of or by the posting of a release bond in the amount required by statute.

8. Miscellaneous.

8.1 Notices. Unless otherwise expressly provided herein, all notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service), sent by nationally recognized overnight courier, sent via facsimile (only if a facsimile number is set forth below for such party), or sent via electronic mail (only if an e-mail address is set forth below for such party), to a party at the appropriate addresses (or e-mail address or facsimile number) set forth below for such party, or to such other place as such party may from time to time designate in a written notice given to the other party in the manner detailed in this Section 8.1; provided, however, in no event shall a party's address for purposes hereof be a P.O. Box. Any notice or other communication will be deemed given on the date of delivery, the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given; except that any notice or communication sent via facsimile or electronic mail, as the case may be, shall be deemed given when transmitted to the facsimile number or e-mail address, as applicable, provided that such notice or communication is promptly followed by a copy sent by messenger or overnight courier.

If to Grantor: Camp Anza, L.P.
c/o Wakeland Housing and Development Corporation
1230 Columbia Street, Suite 950
San Diego, California 92101
Attn: Kenneth L. Sauder, President/CEO
Telephone: 619-677-2320
ksauder@wakelandhdc.com

If to Grantee: City of Riverside
Attn: City Manager
3900 Main Street
Riverside, California 92522

Copy to: City of Riverside
Attn: City Attorney
3900 Main Street
Riverside, California 92522

8.2 **Waiver.** Waiver by a party of any breach by the other party of any term or condition hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or condition hereof.

8.3 Entire Agreement. This Agreement and the exhibits hereto constitutes the final and complete agreement, and supersedes all prior correspondence, memoranda or agreements between the parties relating to the subject matter hereto. This Agreement cannot be changed, modified or terminated other than by a written agreement executed by both parties.

8.4 Binding on Successors; Runs With Grantor Property. The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns. The restrictions, conditions, covenants and agreements contained herein for the benefit of Grantee shall (i) be deemed incorporated in each deed or other instrument by which any right, title or interest in and to any portion of the Grantor Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; and (ii) shall be deemed covenants running with the land to, with and for the benefit of Grantee and its successors and assigns, and also equitable servitudes and burdens upon the Grantor Property in favor of Grantee and its successors and assigns. Notwithstanding the foregoing, Grantee's conveyance, assignment or transfer of rights to others to use all or part of the New Easement is subject to the terms of this Agreement.

8.5 Reserved.

8.6 Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

8.7 Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

8.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

GRANTEE:

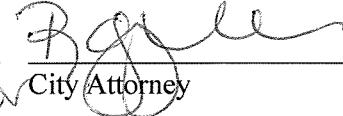
City of Riverside,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

GRANTOR:

Camp Anza, L.P.,
a California limited partnership

By: Wakeland Camp Anza, LLC,
a California limited liability company,
is Co-General partner

By: Wakeland Housing and
Development Corporation, a
California nonprofit public
benefit corporation, its sole
member and manager

By: 
Kenneth L. Sauder
President/CEO

By: Mercy House CHDO, Inc.,
a California nonprofit public benefit
corporation

By: _____
Name: _____
Title: _____

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GRANTEE:

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a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

GRANTOR:

Camp Anza, L.P.,
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By: Wakeland Camp Anza, LLC,
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is Co-General partner

By: Wakeland Housing and
Development Corporation, a
California nonprofit public
benefit corporation, its sole
member and manager

By: _____
Kenneth L. Sauder
President/CEO

By: Mercy House CHDO, Inc.,
a California nonprofit public benefit
corporation

By: _____
Name: Lawrence B. Haynes
Title: Executive Director

ACKNOWLEDGMENT

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 San Diego }

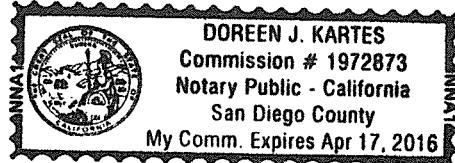
On September 11th, 2015 before me,

Doreen J. Kartes, a Notary

Public in and for said State, personally appeared Kenneth L. Sauder, 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(jes), 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 Doreen J. Kartes

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange

}

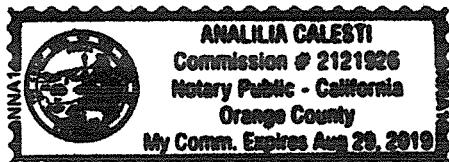
On September 16, 2015 before me, Analilia Celesti - Notary Public

Date

Name and Title of the Officer

personally appeared Lawrence Glen Haynes JR

Name(s) of Signer(s)



Place Notary Seal Above

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: 

Signature of Notary Public

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: Easement Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lawrence Glen Haynes JR

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

Signer's Name: _____

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

Signer Is Representing: _____

Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California municipal corporation, as Grantee, is hereby accepted by the undersigned officer on behalf of the City of Riverside pursuant to authority conferred by the City Council of the City of Riverside and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

CITY OF RIVERSIDE, a California municipal corporation

Dated: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:



City Attorney

APN: 151-123-015

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

PARCEL 1 OF CITY OF RIVERSIDE CERTIFICATE OF COMPLIANCE FOR PARCEL MERGER RECORDED OCTOBER 25, 2013 AS INSTRUMENT NO. 2013-0508994 OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

LOT 111 TOGETHER LOTS WITH 112 THROUGH 116 OF CAMP ANZA SUBDIVISION NO. 1, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 81 AND 82 OF MAPS, RECORDERS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHERLY 20.00 FEET OF SAID LOT 111 OF CAMP ANZA SUBDIVISION NO. 1.

APN: 151-123-015

EXHIBIT B

LEGAL DESCRIPTION OF NEW EASEMENT AREA

THE NORTHERLY 4.00 FEET OF THE SOUTHERLY 24.00 FEET OF LOT 111 OF CAMP ANZA SUBDIVISION NO. 1, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 81 AND 82 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

CONTAINING 923 SQUARE FEET MORE OR LESS.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "C" AND THEREBY BEING MADE A PART HEREOF.

THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Robert C. Ollerton 12-01-14

ROBERT C. OLLERTON, PLS 7731

DATE



EXHIBIT C

DEPICTION OF NEW EASEMENT AREA

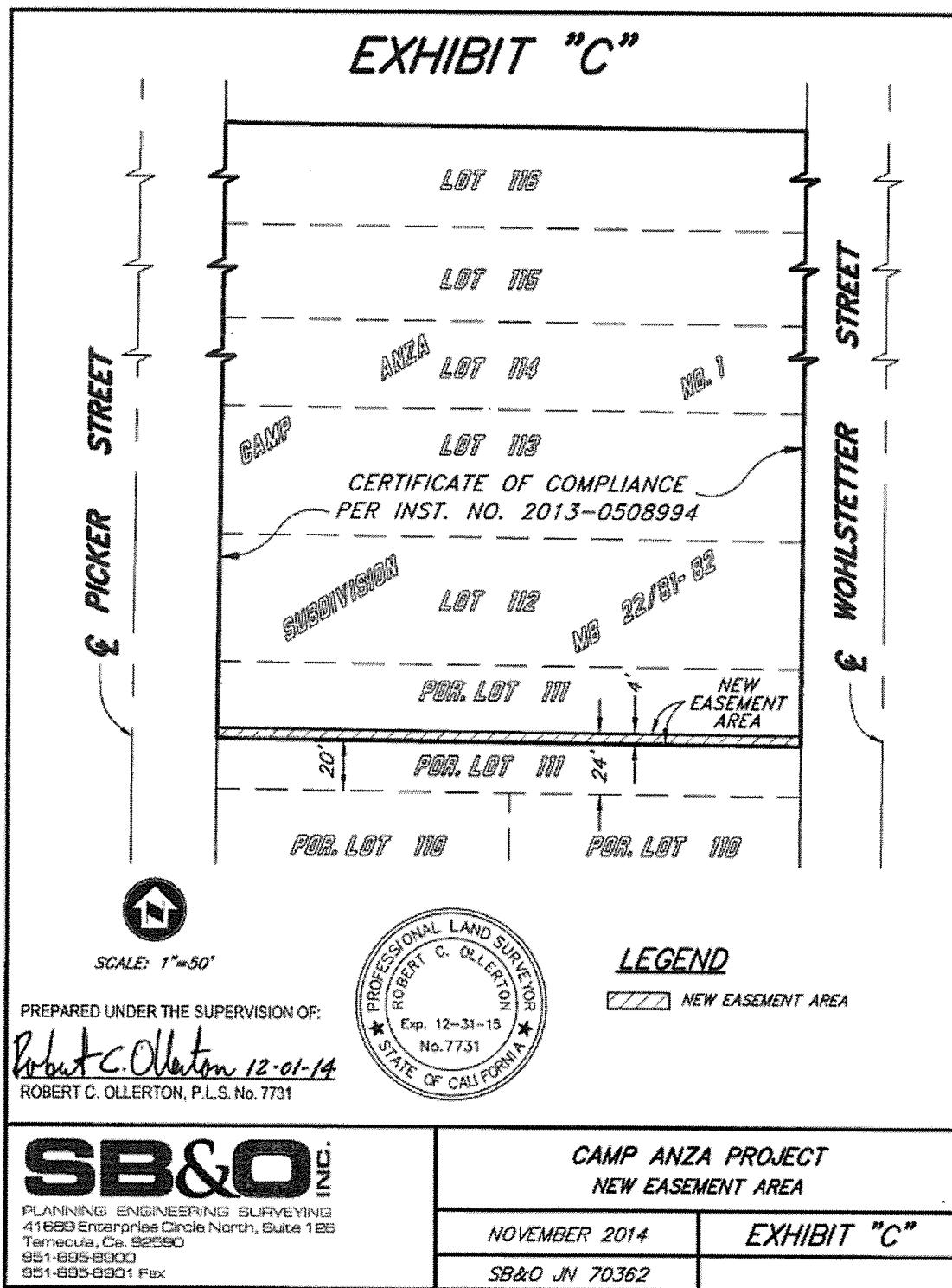


EXHIBIT D

LEGAL DESCRIPTION OF GRANTEE PROPERTY

THE SOUTHERLY 20.00 FEET OF LOT 111 OF CAMP ANZA SUBDIVISION NO. 1, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP FILED IN BOOK 22, PAGES 81 AND 82, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER.

A.P.N. 151-123-001,002,003 & Por. 151-123-004