

Mail 2AX statements to:

ALLEN AND JULIA LARSON FAMILY TRUST -1986
529 WEST 19TH STREET
MERCED, CA 95340

12704 RECORDED BY

RECORDED BY

Fidelity Nat'l Title

APR - 9 1999 AT 8:00AM Deed # 2300

B 3. 2
dated 4-5-99

RECORDING REQUESTED BY:

Fidelity National Title

WHEN RECORDED MAIL TO:

ALLEN HOWARD LARSON, ETUX
P.O. BOX 2124
Merced, California 95344

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OFF'L RECORDS OF
MERCED COUNTY
CALIFORNIA
JAMES L. BALL
Records

$$\begin{array}{r} 13 \\ 6 \\ \hline 19 \end{array}$$

GRANT DEED

WHEREAS, Grantor, the Redevelopment Agency of the City of Merced adopted a Redevelopment Plan by Ordinance No. 1118, dated August 5, 1974, which plan has heretofore been amended from time to time; and

WHEREAS, in order to carry out the Redevelopment Plan, the Grantor entered into a Disposition and Development Agreement (DDA) with Allen Howard and Julia Jordan Larson, as Trustees of the Allen and Julia Larson Family Trust dated 1986, dated September 15, 1997, a copy of which was recorded on September 29, 1997, in Vol. 3639, Page 464 et seq., Merced County Records; and

WHEREAS, by the terms of said Disposition and Development Agreement, Grantor is to sell the property described herein to Grantee and Grantee is to construct certain improvements thereon:

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Redevelopment Agency of the City of Merced (hereinafter referred to as the "Grantor") hereby grants to Allen Howard and Julia Jordan Larson, as Trustees of the Allen and Julia Larson Family Trust dated 1986 (hereinafter referred to as the "Grantee") the following described property in the City of Merced, County of Merced, State of California:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

The grant herein is expressly subject to the terms and conditions of the DDA and the following conditions, agreements, and covenants running with the land.

FIRST: Promptly after completion of all construction and development to be completed by the Grantee upon the real property, the Grantor shall furnish the Grantee with a Certificate of Completion upon written request therefor by the Grantee. Such Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the Recorder of Merced County.

A Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this deed upon the real property and of full compliance with the terms hereof. After issuance of such Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the real property shall not (because of such ownership, purchase, lease or acquisition) incur any

ATTACHMENT # 2

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obligation or liability hereunder except that such party shall be bound by any covenants contained in this deed. Except as otherwise provided herein, after the issuance of a Certificate of Completion for the real property, neither the Grantor, the City of Merced, nor any other person shall have any rights, remedies or controls with respect to the real property that it would otherwise have or be entitled to exercise under this deed as a result of a default in or breach of any provision of this deed, and the respective rights and obligations of the parties with reference to the real property shall be as set forth in paragraphs SECOND, THIRD and FOURTH of this deed.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 3093.

SECOND: The Grantee covenants and agrees for himself, his successors, his assigns and every successor in interest that during construction and thereafter, the Grantee, its successors and assignees shall devote the real property to the uses specified in Section 401 of the DDA, and this deed for the periods of time specified herein. The foregoing covenant shall run with the land. The uses specified in Section 401 of the DDA are as follows: "office or retail use for the life of the Redevelopment Plan (August 5, 2014)".

THIRD: The Grantee covenants by and for himself, and any successors in interest, 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, disability, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the real property, nor shall the Grantee himself or any person claiming under or through him 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 real property. The foregoing covenants shall run with the land.

FOURTH: The Grantee shall refrain from restricting the rental, sale or lease of the real property on the basis of race, color, creed, religion, sex, marital status, disability, 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:

1. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, disability, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, 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."

2. In leases: "The lessees herein covenant by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, 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, ancestry, disability, or national origin in the leasing, subleasing, transferring, use or enjoyment of the land herein leased nor shall the lessees themselves, or any person claiming under or through them, 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 land herein leased."

3. In contracts: "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, ancestry, disability, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferees themselves, or any person claiming under or through them, 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 land."

DATED: 4/5/99

REDEVELOPMENT AGENCY OF THE
CITY OF MERCED, A PUBLIC
CORPORATION

BY: Hubert Walsh
Vice-Chairman, Hubert Walsh

BY: Oscar J. Boll
Secretary

c:\ddal\larsongrntdeed

State of California
County of Merced

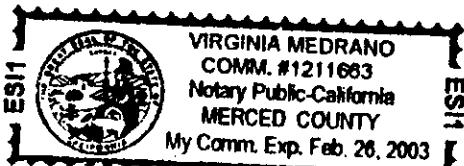
On 4/5/99 before me, Virginia Medrano
(NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared Hubert Walsh, Vice-Chairman
(NAME/ TITLE OF SIGNER(S))

For The Redevelopment Agency of The City
of Merced

personally known to me -OR-

proved to me on the
basis of satisfactory
evidence to be the
person(s) whose name(s)
(s) 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.

(SEAL)

Virginia Medrano
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL.
Recording of this document is not required by law and is also optional.
It could, however, prevent fraudulent attachment of this certificate to any
unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document

Grant Deed

Number of Pages

Date of Document

4/5/99

Signer(s) Other Than Named Above

RIGHT THUMPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE(S))

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

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

RIGHT THUMPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE(S))

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

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

EXHIBIT "A"

LEGAL DESCRIPTION

All of Lot 5 and a Portion of Lot 6 of Block B, according to map entitled, "Supplemental Map To The Town of Merced" originally recorded March 4, 1889, in Volume 1 of Official Plats, at Page 12, and now appears in Volume 2 of Official Plats at Page 12, said area being more particularly described as follows:

Commencing at a point that is the northeast corner of said Lot 5, said point being the true point of beginning; thence the following courses and distances:

South 24 degrees 40 minutes West, 150 feet;
North 65 degrees 20 minutes West, 32.5 feet;
North 24 degrees 40 minutes East, 100 feet;
North 65 degrees 20 minutes West, 2.5 feet;
North 24 degrees 40 minutes East, 50 feet;
South 65 degrees 20 minutes East, 35 feet; to a point that is the true point of beginning.

Said area containing 5,000± square feet.

31-134-023 -portion
APN: 31-134-024