

CONTINUATION OF DEED

2. Grantee agrees for himself, his successors and assigns that Grantee, his successors and assigns shall devote the Property to use as residential housing; this covenant as to use to remain in effect for 30 years from the date of this deed, at which time this covenant shall terminate.

3. Grantee agrees for itself, his successors and assigns that Grantee, his successors and assigns shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the City its successors and assigns, (b) the United States, against the Grantee, his successors and assigns, and every successor in interest to the property, or any part thereof or interest therein, and any party in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, the provisions of this covenant, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of this covenant, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such covenant shall run in favor of the City and the United States, for the entire period during which this covenant shall be in force and effect, without regard to whether the City or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the United States shall have the right, in the event of any breach of this covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper beneficiaries of this covenant may be entitled.

THIS conveyance is subject to a possibility of reversion to Grantor or its successors and assigns should Grantee, his successors and assigns violate Section 704 of the Land Disposition Agreement hereinabove referred to and recorded on even date herewith. Such possibility of reversion is exercisable, at the option of the Grantor, upon certain defaults occurring prior to completion of the improvements as certified by the City.

THIS conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or are actually existing on the ground affecting the above described property.

RECORDED DEC 24 1980 at 12:33 P.M.

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