

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 07/29/1999, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of San Pablo, County of Contra Costa in the State of California which will provide approximately (6) 100 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011018 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of San Pablo, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal) \_\_\_\_\_ (1, see instructions)  
Candace Andersen, Chairperson  
By \_\_\_\_\_ Chairperson  
Attest \_\_\_\_\_ Secretary  
Date (mm/dd/yyyy) \_\_\_\_\_

## **Attachment "A"**

**CA011018**

### **Kidd Manor Public Housing Development**

**2324 College Avenue  
San Pablo, CA 94806**

#### **LEGAL DESCRIPTION OF PROPERTY**

All that certain real property in the City of San Pablo, County of Contra Costa, State of California, being a portion of Lot 220, as shown on the map of the San Pablo Rancho, filed March 1, 1894, in the office of the County Recorder of Contra Costa County, more particularly described as follows:

Beginning at the point of intersection of the southerly line of that portion of Castro Street between Aguir Street (now known as Mission Bell Drive) and county road no. 3 (now known as Del Camino), as said portion is described in Resolution 426, passed and adopted by the City Council of the City of San Pablo, accepting the Deed of Dedication of said street on January 19, 1953, and the easterly line of the said county road no. 3; thence along said easterly line, north  $16^{\circ} 25' 19''$  east (formerly north  $16^{\circ} 22' 30''$  east), 1,250.05 feet to the northwest corner of the 10.07 acre parcel of land described in the quit claim deed from the United States of America to the Housing Authority of the City of San Pablo, dated February 4, 1952, recorded April 14, 1952, in Book 1918 of the official records, page 120, which is the true point of beginning; thence along the north and east lines of said parcel, north  $78^{\circ} 8' 2''$  east (formerly north  $78^{\circ} 6' 17''$  east), 530.96 feet and south  $18^{\circ} 6' 32''$  west (formerly south  $18^{\circ} 6' 17''$  west), 303.00 feet; thence north  $73^{\circ} 10' 22''$  west, 458.64 feet to the westerly line of said parcel; thence along the said westerly line, north  $16^{\circ} 25' 19''$  east, 48' to the true point of beginning.

Assessor's Parcel No. 416-140-032

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 07/29/1999, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of San Pablo, County of Contra Costa in the State of California which will provide approximately (6) 100 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011017 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of San Pablo, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal) \_\_\_\_\_ (1, see instructions)  
Candace Andersen, Chairperson  
By \_\_\_\_\_ Chairperson  
Attest \_\_\_\_\_ Secretary  
Date (mm/dd/yyyy) \_\_\_\_\_

## **Attachment "A"**

**CA011017**

**Vista del Camino**

**2324 College Avenue  
San Pablo, CA 94806**

### **LEGAL DESCRIPTION OF PROPERTY**

Beginning at a concrete monument on the westerly line of the perimeter of that certain parcel of land described in the final judgment of condemnation in favor of the United States of America, recorded July 26, 1944, in Book 793 of Official Records, page 313; said concrete monument being also on the easterly right of way line of the California State Highway between San Pablo and the Carquinez Bridge, sheets 4 and 5 of drawings District IV, Contra Costa County, Route 14, Section A, and Station 286 plus 42:56 B.C.; thence south  $16^{\circ} 26' 50''$  west (Calif. Highway bearing south  $16^{\circ} 20'$  west), 1,082.06 feet around the outside of said perimeter to an existing concrete monument; thence following said perimeter, 122.24 feet, along a curve in a southerly direction, which curve has a radius of 600 feet and a central angle of  $11^{\circ} 40' 23''$ ; thence following said perimeter, a distance of 81.36 feet, along a curve in a southeasterly direction to an existing concrete monument, which curve has a radius of 50 feet and a central angle of  $93^{\circ} 14' 8''$ , thence following said perimeter, south  $88^{\circ} 27' 41''$  east, 1697.77 feet along the northerly line of County Road No. 20; thence following said perimeter, south  $88^{\circ} 22' 41''$  east; 650 feet, along the northerly boundary of said County Road No. 20; thence following said perimeter, north  $0^{\circ} 06' 40''$  east, 2201.70 feet; thence following said perimeter, north  $39^{\circ} 00'$  west, 1,400 feet to the actual point of beginning of this description, thence from said point of beginning and following said perimeter, south  $78^{\circ} 06' 17''$  west, 530.962 feet to the easterly line of County Road No. 3; thence following said perimeter, south  $16^{\circ} 22' 50''$  west (County bearing south  $16^{\circ} 23' 30''$  west), 1,190.00 feet; thence leaving said perimeter, south  $81^{\circ} 59' 03''$  east, 139.30 feet; thence north  $25^{\circ} 15' 17''$  east, 242.00 feet; thence south  $73^{\circ} 55' 23''$  east, 48.60 feet; thence north  $34^{\circ} 26' 30''$  east, 740.11 feet; thence north  $18^{\circ} 06' 17''$  east, 478.47 feet to the actual point of beginning, all being a portion of lots 182 and 220 of the San Pablo Rancho, as designated in the final report of the referees in partition, San Pablo Rancho, filed in the Recorder's Office of Contra Costa County, March 3, 1894, in Book 69 of Deeds.

Assessor's Parcel No. 416-140-031.

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 02/24/1961, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Antioch, County of Contra Costa in the State of California which will provide approximately (6) 100 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011015 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Antioch, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal)

(1, see instructions)

Candace Andersen, Chairperson

By \_\_\_\_\_ Chairperson

Attest \_\_\_\_\_ Secretary

Date (mm/dd/yyyy) \_\_\_\_\_

# Attachment "A"

**CA011015  
Elder Winds**

**2100 Buchanan Road  
Antioch, CA 94509**

## **LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

Portion of Parcel B, as designated on the Parcel Map filed June 21, 1974, Book 34, Parcel Maps, page 18, Contra Costa County records, described as follows:

Beginning at the southeast corner of said parcel "B" (35 PM 18) thence along the east line of said parcel "B" North 36° 56' 59" East 454.00 feet; thence north 53° 03' 01" west 430.00 feet; thence south 36° 56' 59" west 358.03 feet; thence south 9° 00' 00" east 375.78 feet to north line Buchanan Road as shown on said map (34 PM 18) thence along said north line north 81° 00' 00" east 230.00 feet to the point of beginning.

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 02/24/1961, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the Unincorporated town of Bay Point, County of Contra Costa in the State of CA which will provide approximately (6) 50 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011013 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the Unincorporated Town of Bay Point, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal)

(1, see instructions)

Candace Andersen, Chairperson

By \_\_\_\_\_ Chairperson

Attest \_\_\_\_\_ Secretary

Date (mm/dd/yyyy) \_\_\_\_\_

## Attachment "A"

**CA011013**

### **Casa Serena Public Housing Development**

**1016 – 1065 Clearland Drive**

**Bay Point, CA 94565**

#### **LEGAL DESCRIPTION OF THE PROPERTY**

The parcel of land in the County of Contra Costa, State of California, described as follows:

Portion of the Northwest  $\frac{1}{4}$  of Section 14, Township North, Range 1 West, Mount Diablo Base and Meridian, containing 3.16 acres, more or less, described as follows:

Beginning at the intersection of the south line of the 100 feet in width strip of land described in the deed to East Bay Municipal Utility District, recorded December 23, 1925, Book 25, Official Records, page 3, with the direct extension South  $0^{\circ} 51' 23''$  west of the center line of Clearland Drive as designated on the map Tract No. 2656, filed May 8, 1959, Map Book 72, page 48; thence from said point of beginning North  $72^{\circ} 16' 52''$

West, along said south line, 9.27 feet to the North line of the parcel of land described in the deed to Mario Lucido, recorded June 23, 1937, Book 441, Official Records, page 73; thence North  $89^{\circ} 18' 22''$  West, along said north line, 126.23 feet to the west line of said Lucido parcel; thence south  $0^{\circ} 51' 23''$  west, along said west line, being along the east line of the 14.701 acre parcel of land described in the deed to The Housing Authority of the County of Contra Costa, recorded January 29, 1942, Book 632, Official Records, page 224, 267 feet to the south line of the said Lucido parcel; thence south  $89^{\circ} 18' 22''$  east, along said south line, 713.80 feet to the east line of said Lucido parcel; thence north  $0^{\circ} 11' 22''$  west, along said east line, 87.74 feet to the south line of the strip land described in the said deed to East Bay Municipal Utility District; thence north  $72^{\circ} 16' 52''$  west, along said south line, 603.02 feet to the point of beginning.



# Declaration of Trust

(Public Housing Modernization Grant Projects)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0075  
exp. 10/31/2017

Whereas, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 02/24/1961, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Oakley, County of Contra Costa in the State of California which will provide approximately (6) 40 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011012 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Oakley, County of Contra Costa in the State of California

To Wit: (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal)

(1, see instructions)

Candace Andersen, Chairperson

By \_\_\_\_\_ Chairperson

Attest \_\_\_\_\_ Secretary

Date (mm/dd/yyyy) \_\_\_\_\_

## **Attachment "A"**

**CA011012**

**Casa de Manana**

**Rosemary Lane**

**Oakley, CA 94561**

### **LEGAL DESCRIPTION OF PROPERTY**

Commencing in the center line of the County Road known as O'Hara Avenue, at the northwest corner of the 10 acre parcel of land described as Parcel One in the decree of distribution dated January 3, 1950 in the local Superior Court, in the matter of the Estate of Frank Massoni, alias, deceased (Case No. 15482), a certified copy of which was recorded January 3, 1950 in Volume 1485 of Official records, at page 442; thence from said point of commencement, along the north line of said 10.0 acre parcel north 89° 56' 40" east, 660.03 feet to a concrete monument and the actual point of beginning of the herein described parcel of land; said point also being the northwest corner of that certain parcel of land described in deed to the Contra Costa County Housing Authority, recorded October 25, 1960 in volume 3730 of Official Records, at page 233; thence from said point of beginning along the west line of said parcel deed to Contra Costa Housing Authority S. 0° 01' 10" east, 330.0 feet to a concrete monument; thence along the south line of said 10 acre parcel south 89° 56' 40" west, 118.14 feet to an 1 ½" iron pipe; thence north 80.0 feet; thence north 89° 56' 40" east, 11.0 feet; thence north 250.0 feet to an 1 ½" iron pipe in the north line of said 10 acre parcel; thence along said north line north 89° 56' 40" east, 107.03 feet to the point of beginning.

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

Whereas, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 02/24/1961, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Martinez, County of Contra Costa in the State of California which will provide approximately (6) 50 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011011 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Martinez, County of Contra Costa in the State of California

To Wit: (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal)

(1, see instructions)

Candace Andersen, Chairperson

By \_\_\_\_\_ Chairperson

Attest \_\_\_\_\_ Secretary

Date (mm/dd/yyyy) \_\_\_\_\_

## Attachment "A"

**CA011011**

### **Hacienda Public Housing Development**

**1111 Ferry Street  
Martinez, CA 94553**

#### **LEGAL DESCRIPTION OF PROPERTY**

Portion of Blocks 209 and 210, Original Survey of the City of Martinez, described as follows:

Beginning at a point on the west line of block 209, Original Survey of the City of Martinez, being the east line of Ferry Street, which point bears south 38° 00' east, 48.33 feet from the northwest corner of said Block 209; thence north 52° 00' east, 195.00 feet to the centerline of Alhambra Creek; thence following said centerline South 36° 23' 17" east, 37.84 feet; south 16° 00' west, 40.00 feet; south 2° 00' west, 49.00 feet; south 31° 30' east, 56.00 feet; north 78° 00' east, 65.00 feet; south 52° 00' east, 38.00 feet and south 24° 00' east, 80.00 feet; thence leaving said creek South 52° 00' west, 172.00 feet to a point on the west line of Ferry Street which bears South 38° 00' east, 297.50 feet from the point of beginning; thence north 38° 00' west, 297.50 feet to the point of beginning.

Containing 1.134 acres, more or less.

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
exp. 10/31/2017

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 02/24/1961, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the Unincorporated town of Rodeo, County of Contra Costa in the State of CA which will provide approximately (6) 244 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011010 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the Unincorporated Town of Rodeo, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal) \_\_\_\_\_ (1, see instructions)  
Candace Andersen, Chairperson  
By \_\_\_\_\_ Chairperson  
Attest \_\_\_\_\_ Secretary  
Date (mm/dd/yyyy) \_\_\_\_\_

# Attachment "A"

**CA011010**

## **Bayo Vista Public Housing Development**

**2 California Street**

**Rodeo, CA 94572**

### **LEGAL DESCRIPTION OF PROPERTY**

Commencing at the most southerly corner of that certain 75 acre parcel of land

described in the deed from The Tormey Estate Co. to Union Oil Company of California, dated December 31, 1910, recorded in Book 161 of Deeds at page 302, Contra Costa County Records; thence from said point of commencement North 53 degrees 49 minutes 21 seconds west, a deed distance of 924.27 feet; thence South 2 degrees 16 minutes 37 seconds west, a distance of 1318.79 feet; thence south 36 degrees 13 minutes 22 seconds west, a distance of 503.26 feet; thence south 71 degrees 39 minutes 32 seconds west, a distance of 625.62 feet; thence north 37 degrees 25 minutes 45 seconds west, a distance of 701.82 feet to the true point of beginning of this description; thence north 39 degrees 30 minutes 00 seconds east, a distance of 418.19 feet; thence north 2 degrees 2 minutes and 22 seconds east, a distance of 474.73 feet; thence south 87 degrees 57 minutes 38 seconds east, a distance of 119.05 feet; thence north 3 degrees 2 minutes 22 seconds east, a distance of 225.00 feet; thence north 83 degrees 57 minutes 38 seconds west, a distance of 183.00 feet; thence north 50 degrees 27 minutes 38 seconds west, a distance of 348.00 feet; thence North 1 degree 32 minutes 22 seconds east, a distance of 400.00 feet; thence North 85 degrees 27 minutes 38 seconds west, a distance of 350.00 feet; thence North 32 degrees 27 minutes 38 seconds west, a distance of 202.00 feet; thence South 57 degrees 2 minutes 22 seconds west, a distance of 310.02 feet; thence North 33 degrees 1 minute 16 seconds west, a distance of 147.10 feet; thence along the arc of a curve to the right, the radius point of which bears North 56 degrees 58 minutes 44 seconds east, a distance of 40 feet through a central angle of 89 degrees 9 minutes 12 seconds an arc distance of 62.24 feet to a point on the easterly line of the County Highway from Rodeo to Crockett (formally State Highway Route 14, U.S 40); thence following said Highway line in a Southwesterly direction along the arc of a curve to the right the radius point of which bears North 33 degrees 52 minutes 4 seconds west distant 5035 feet, through a central angle of 5 degrees 36 minutes 14 seconds, an arc distance of 492.45 feet; thence leaving said Highway line South 37 degrees 25 minutes 45 seconds east, a distance of 2030.00 feet to the point of beginning of this description. Containing 32.50 acres, more or less.

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0075  
exp. 10/31/2017

Whereas, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 06/29/1959, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Oakley, County of Contra Costa in the State of California which will provide approximately (6) 30 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011008 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Oakley, County of Contra Costa in the State of California

To Wit: (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal) \_\_\_\_\_ (1, see instructions)  
Candace Andersen, Chairperson  
By \_\_\_\_\_ Chairperson  
Attest \_\_\_\_\_ Secretary  
Date (mm/dd/yyyy) \_\_\_\_\_

# Attachment "A"

**CA011008**

## **Los Arboles Public Housing Development**

**990 A Rosemary Lane  
Oakley, CA 94519**

### **LEGAL DESCRIPTION OF PROPERTY**

Real Property in the County of Contra Costa, State of California described as follows:

Being a portion of the northwest one-quarter of section 25, T, 2N.R.2E., M.D.B. & M. Contra Costa County, California described as follows:

Beginning at an iron monument marking the southeast corner of block 14 as shown upon map of O'Hara Addition to the town of Oakley filed in block "C" of maps at page 60, Contra Costa County records; thence along the southerly extension of the west line of fourth street as shown on said map of O'Hara Addition, south 331.96 feet to the north line of that certain 10.0 acre of land described as parcel one in the decree of distribution dated January 3, 1950 in the local superior court in the matter of the estate of Frank Massoni, alias, deceased (Case No. 15482), a certified copy of which was recorded January 3, 1950, in book 1485 of official records, at page 442, Contra Costa County records, thence along the north line of said 10.0 acre parcel (1485 or 442); north 89 degrees 56' 40" east, 60.0 feet to an iron monument; thence northerly along the southerly extension of the east line of fourth street as shown on said map of O'Hara Addition; north, 332.07 feet on the southwest corner of block 15, O'Hara Addition to the town of Oakley; thence south 89 degrees 50' 10" west, 60.0 feet to the point of beginning.



**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 01/09/1952, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the Unincorporated City of Pittsburg, County of Contra Costa in the State of CA which will provide approximately (6) 171 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011005 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the Unincorporated City of Pittsburg, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal)

(1, see instructions)

Candace Andersen, Chairperson

By \_\_\_\_\_ Chairperson

Attest \_\_\_\_\_ Secretary

Date (mm/dd/yyyy) \_\_\_\_\_

# Attachment "A"

**CA011005**

**El Pueblo**

**875 El Pueblo Avenue**

**Pittsburg, CA 94565**

## **LEGAL DESCRIPTION OF PROPERTY**

### **PARCEL ONE**

Portion of the South ½ of Section 16 in Township 2 North, Range 1 East, Mount Diablo Base and Meridian, and portion of the Rancho Las Medanos, more particularly described as follows:

Beginning at the most northerly corner of that 1.664 acre parcel of land conveyed in the deed from C. A. Hooper and Co. to Sylvester Enea, et al, recorded April 8, 1947 in the office of the County Recorder of the County of Contra Costa, State of California, in Volume 1081 of Official Records, at page 215; thence from said point of beginning south 73° 15' east, 940 feet along the north line of said 1.664 acre parcel and the extension thereof to a point which bears north 73° 15' west, 5.00 feet from the east line of that 21.138 acre parcel of land described in the deed from C. A. Hooper and Co. to Joseph Siino, et ux, recorded November 24, 1950 in the office of the County Recorder of said County and State, under Recorder's Serial Number 60705, thence running parallel to and 5 feet at right angles from the east line of said 21.138 acre parcel north 16° 45' 30" east, 810.07 feet to a point which bears south 67° 01' east, from the most easterly corner of that parcel of land described in the judgment entered October 16, 1946 under Action No. 23777-G in the United States District Court for the Northern District of California, Southern Division, entitled United States of America, plaintiff, vs. C. A. Hooper and Co., et al, defendants, a certified copy of which judgment was recorded in the office of the Recorder of said County and State on December 24, 1946 in Volume 975 of Official Records, at page 351; thence north 67° 01' west, 945.57 feet to the most easterly corner of said parcel (975 OR 351); thence south 16° 45' 30" west along the east line of said parcel and the east line of that parcel of land described in the judgment entered January 16, 1945 under Action No. 22461-R, in the United States District Court for the Northern District of California, Southern Division, entitled United States of America, plaintiff, vs. C. A. Hooper and Co., defendants, a certified copy of which judgment was recorded in the office of the Recorder of said County and State in Volume 815 of Official Records, at page 170, distant thereon 912.76 feet to the point of beginning.

Containing 18.589 acres, more or less.

## **PARCEL TWO**

The right of way granted in the deed from Joseph H. Siino, et ux, to Housing Authority of the County of Contra Costa, dated June 7, 1951 and recorded June 25, 1951 (File No. 30720), as follows:

"An easement ten (10) feet in width for pedestrian traffic and for installation and maintenance of water pipe lines, sewer pipe lines, gas lines, power and telephone lines and poles, storm drains and gutters, and any other necessary utility lines, poles or connections of all types with rights of ingress and egress thereto and therefrom, over a strip of land being more particularly described as follows:

Commencing at the southeast corner of that certain map entitled "John Evola Subdivision" filed April 11, 1951 in Volume 43 of Maps, Pages 31 and 32, Records of Contra Costa County, said point of commencement being also on the northerly line of that certain parcel of land described in the Judgment in favor of the United States of America, recorded December 24, 1946, in Volume 975 of Official Records, Page 351; thence from said point of commencement, south  $73^{\circ} 15'$  east along the northerly line of said United States of America parcel, 343.94 feet to the northeast corner of said United States of America parcel; thence leaving said northerly line, South  $67^{\circ} 01'$  east, 155.97 feet to the point of beginning for this description; thence from said point of beginning, south  $67^{\circ} 01'$  east, 10.00 feet; thence north  $22^{\circ} 59'$  east, 80.50 feet, thence north  $67^{\circ} 01'$  west, 10.00 feet; thence south  $22^{\circ} 59'$  west, 80.50 feet to the point of beginning. Being a portion of the Rancho Los Medanos".

## **PARCEL THREE**

The right of way granted in the deed from Joseph H. Siino, et ux, to Housing Authority of the County of Contra Costa, dated June 7, 1951 and recorded June 25, 1951 (File No. 30720), as follows:

"An easement for ingress and egress to and from said real property for pedestrian and motor vehicle traffic and other traffic of all types, and for gas lines, over a strip of land being more particularly described as follows:

Beginning at a point on the northerly line of California Avenue, said point bearing south  $73^{\circ} 15'$  east, 60.00 feet from the southeasterly corner of that certain parcel of land described in the deed from C. A. Hooper & Co., a corporation, to Sylvester Enea, et al, recorded in Volume 968 of Official Records, page 281, Records of Contra Costa County; thence from said point of beginning, northeasterly on the arc of a curve to the left with a radius of 20.00 feet and tangent to the preceding course, an arc distance of 31.41 feet to a point from which the center of said curve bears north  $73^{\circ} 14' 30''$  west, 20.00 feet; thence north  $16^{\circ} 45' 30''$  east, 730.00 feet; thence south  $73^{\circ} 15'$  east, 60.00 feet; thence south  $16^{\circ} 45' 30''$  west, 730.00 feet; thence on the arc of a curve to the left with a radius of 20.00 feet and tangent to the preceding course, an arc distance of 31.42 feet to a point on the northerly line of the aforesaid California Avenue; thence westerly along said northerly line, north  $73^{\circ} 15'$  west, 100.00 feet to the point of beginning.

Being a portion of the Rancho Los Medanos."

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075  
exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 01/09/1952, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Brentwood, County of Contra Costa in the State of California which will provide approximately (6) 44 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011004 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Brentwood, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal) \_\_\_\_\_ (1, see instructions)  
Candace Andersen, Chairperson  
By \_\_\_\_\_ Chairperson  
Attest \_\_\_\_\_ Secretary  
Date (mm/dd/yyyy) \_\_\_\_\_

# Attachment "A"

**CA011004**

**Los Nogales**

**Walnut & McClarren Roads**

**Brentwood, CA 94513**

## **LEGAL DESCRIPTION OF PROPERTY**

### **PARCEL A**

That parcel of land in the City of Brentwood, County of Contra Costa, State of California, described as follows:

Portion of Lot 129, map of Subdivision Number Three of Brentwood Irrigated Farms filed September 11, 1917, Map Book 16, page 324, Contra Costa County records, described as follows:

Beginning at the northwest corner of the 12 acre parcel of land described in the deed to Housing Authority of the County of Contra Costa, recorded March 3, 1942, Book 659, Official Records, page 273; thence from said point of beginning north  $89^{\circ} 53'$  east, along the north line of said 12 acre parcel, 335.10 feet to the westerly line of the 0.50 acre parcel of land described in the deed to Housing Authority of the County of Contra Costa, recorded March 3, 1942, Book 588, Official Records, page 30; thence along said westerly line as follows; South  $50^{\circ} 25'$  west, 143.10 feet; south  $41^{\circ} 56'$  west, 31.90 feet; south  $18^{\circ} 21'$  west, 29.90 feet and south  $1^{\circ} 13'$  east 521.80 feet to the south line of said 12 acre parcel; thence along said south line and along the west line of said 12 acre parcel south  $89^{\circ} 28'$  west 206.7 feet and north  $0^{\circ} 08'$  east 666.40 feet to the point of beginning.

**Declaration of Trust**

(Public Housing Modernization Grant Projects)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**OMB No. 2577-0075**  
**exp. 10/31/2017**

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 01/09/1952, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Antioch, County of Contra Costa in the State of California which will provide approximately (6) 36 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011003 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Antioch, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal) \_\_\_\_\_ (1, see instructions)  
Candace Andersen, Chairperson  
By \_\_\_\_\_ Chairperson  
Attest \_\_\_\_\_ Secretary  
Date (mm/dd/yyyy) \_\_\_\_\_

## **Attachment "A"**

**CA011003**

### **Bridgemont Public Housing Development**

**801 J Street**

**Antioch, CA 94509**

#### **LEGAL DESCRIPTION OF THE PROPERTY**

That parcel of land in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 73; Lots 1, 2, 3, 10, 11 and 12 in Block 74; Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 in Block 89; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 90, and certain portions of "J" Street (formerly Parsons), and Eight Street (formerly Williams) of the Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa, State of California described as follows:

Beginning at the northeast corner of Lot 1 in Block 73 of said Town of Antioch, being at the intersection of the south line of Seventh Street with the west line of "I" Street; thence from said point of beginning westerly along the south line of said Seventh Street to the west line of said Lot 3 in Block 74; thence southerly along said west line, along the west line of Lot 10 in said Block 74, and along the southerly extension thereof, to the south line of Eighth Street at the line between Lots 3 and 4 in said Block 89; thence westerly along said south line to the west line of Lot 6 in said Block 89; thence southerly along said west line to the south line thereof; thence easterly along said south line and along said south line and along the south line of Lot 5 to the west line of Lot 9 in said Block 89; thence southerly along said west line to the north line of Ninth Street; thence easterly along said north line to the east line of Lot 11 in said Block 90; thence northerly along said east line to the line between Lots 1 and 12; thence easterly along said line to the west line of "I" Street; thence northerly along said west line to the point of beginning.

# Declaration of Trust

(Public Housing Modernization Grant Projects)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0075  
exp. 10/31/2017

**Whereas**, (1, see instructions) The Housing Authority of the County of Contra Costa  
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of California, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 01/09/1952, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 04/13/2015, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

**Whereas**, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Martinez, County of Contra Costa in the State of California which will provide approximately (6) 50 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) CA011001 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

**Whereas**, the modernization of each Project will have been financed with grant assistance provided by HUD.

**Now Therefore**, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the City of Martinez, County of Contra Costa in the State of California

**To Wit:** (Insert legal description for each individual project. )(10)

See Attachment A

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

**In Witness Whereof**, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) \_\_\_\_\_.

(Seal)

(1, see instructions)

Candace Andersen, Chairperson

By \_\_\_\_\_ Chairperson

Attest \_\_\_\_\_ Secretary

Date (mm/dd/yyyy) \_\_\_\_\_



## Attachment "A"

**CA011001**

**Alhambra Terrace**

**3133 Estudillo Street**

**Martinez, CA 94553**

### **LEGAL DESCRIPTION OF PROPERTY**

Beginning at the most northwesterly corner of that certain 21.07 acre parcel of land described in the deed from Clara Netherton to the Housing Authority of the County of Contra Costa, recorded December 31, 1941, in Volume 627 of Official Records, page 482; said point being on the south line of Shell Avenue (being 30 feet from the centerline thereof) at the centerline of Alhambra Creek; thence along the southline of Shell Avenue south  $82^{\circ} 11' 30''$  east 28.63 feet to a tangent curve to the right with a radius of 256.60 feet; thence easterly and southerly along said curve, through a central angle of  $19^{\circ} 25' 30''$ , an arc length of 86.96 feet; thence, tangent to said curve, south  $62^{\circ} 46' 00''$  east 34.21 feet to a tangent curve to the right, on the southwest line of Estudillo Street, said curve having a radius of 20.00 feet; thence easterly and southerly, through a central angle of  $59^{\circ} 13' 11''$ , an arc length of 17.53 feet to a reverse curve to the left with a radius of 108.61 feet; thence southerly and easterly along said curve, through a central angle of  $27^{\circ} 13' 53''$ , an arc length of 51.62 feet; thence leaving said Estudillo Street south  $44^{\circ} 51' 31''$  west 27.80 feet to the centerline of Alhambra Creek as described in the aforementioned Housing Authority deed; thence along said Creek north  $80^{\circ} 24' 00''$  west 128.32 feet, north  $34^{\circ} 03' 00''$  west 30.64 feet, north  $8^{\circ} 00' 00''$  west 78.62 feet to the point of beginning, and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.