

HOUSING AUTHORITY of the COUNTY OF CONTRA COSTA

CALENDAR FOR THE BOARD OF COMMISSIONERS

BOARD CHAMBERS ROOM 107, COUNTY ADMINISTRATION BUILDING
651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229

CANDACE ANDERSEN, CHAIR
MARY N. PIEPHO, VICE CHAIR
JOHN GIOIA
KAREN MITCHOFF
FEDERAL D. GLOVER
FAY NATHANIEL
JANNEL GEORGE-ODEN

JOSEPH VILLARREAL, EXECUTIVE DIRECTOR, (925) 957-8000

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO THREE (3) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.co.contra-costa.ca.us.

ANNOTATED AGENDA & MINUTES April 12, 2016

1:30 P.M. Convene and call to order.

CONSIDER CONSENT ITEMS: (Items listed as C.1 through C.2 on the following agenda) - Items are subject to removal from the Consent Calendar by request from any Commissioner or on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Discussion Items.

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no items removed from consent for discussion.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

There were no requests to speak at Public Comment.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS (Govt. Code Section 54957.6(a))

1. Agency Negotiators: Fran Buchanan and Shaunesy Behrens
Employee Organizations: Public Employees Union, Local No. 1

2. Agency Negotiators: Fran Buchanan and Joseph Villarreal
Unrepresented Employees: All unrepresented agency management employees and all other unrepresented agency employees

There were no reports from Closed Session.

ADJOURN IN MEMORY OF

*Officer Donald Wyndom Pearman III,
Pittsburg Police Department*

*Margaret Gee, Executive Director,
Bay Area Local Initiatives Support Corporation*

CONSENT ITEMS:

C.1 DENY claim filed by Latoya Berry.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Mary N. Piepho	AYE
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Fay Nathaniel	ABSENT
Commissioner Jannel George-Oden	AYE

C.2 APPROVE the recording of updated Declarations of Trust (DOT) for all public housing developments in the Housing Authority's (HACCC) portfolio that are due to expire or have expired.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Mary N. Piepho	AYE

Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Fay Nathaniel	ABSENT
Commissioner Jannel George-Oden	AYE

GENERAL INFORMATION

Persons who wish to address the Board of Commissioners should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

All matters listed under CONSENT ITEMS are considered by the Board of Commissioners to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board.

Comments on matters listed on the agenda or otherwise within the purview of the Board of Commissioners can be submitted to the office of the Clerk of the Board via mail: Board of Commissioners, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913; or via the County's web page: www.co.contracosta.ca.us, by clicking "Submit Public Comment" (the last bullet point in the left column under the title "Board of Commissioners.")

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of taped recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Applications for personal subscriptions to the monthly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The monthly agenda may also be viewed on the County's internet Web Page: www.co.contra-costa.ca.us

The Closed session agenda is available each month upon request from the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California, and may also be viewed on the County's Web Page.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

To: Contra Costa County Housing Authority Board of Commissioners
From: Joseph Villarreal, Housing Authority
Date: April 12, 2016



Contra
Costa
County

Subject: Claim for the Housing Authority

RECOMMENDATIONS

DENY claim filed by Latoya Berry.

BACKGROUND

*

FISCAL IMPACT

No fiscal impact.

Action of Board On: **04/12/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

AYE: John Gioia, Commissioner
Candace Andersen,
Commissioner
Mary N. Piepho,
Commissioner
Karen Mitchoff,
Commissioner
Federal D. Glover,
Commissioner
Jannel George-Oden,
Commissioner

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: April 12, 2016

Joseph Villarreal, Executive Director

By: June McHuen, Deputy

ABSENT: Fay Nathaniel, Commissioner

Contact: Joellen Balbas
925-335-1906

cc:

CLERK'S ADDENDUM

ATTACHMENTS

Claim: L. Berry

CLAIM

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CONTRA COSTA COUNTY

BOARD ACTION: 4/12/2016

NOTICE TO CLAIMANT

Claim Against the County, or District Governed by the Board of Commissioners, Routing Endorsements, and Board Action. All Section references are to California Government Codes.

The copy of this document mailed to you is your notice of the action taken on your claim by the Board of Commissioners (Paragraph IV below), given Pursuant to Government Code Sections 913, 915.2, 915.4. Please note all "Warnings".

RECEIVED

FEB 29 2016

COUNTY COUNSEL MARTINEZ, CALIF.

AMOUNT: \$11,011.00
CLAIMANT: Latoya Berry
ATTORNEY:
ADDRESS:
Pittsburg CA 94565

BY DELIVERY TO COB ON: 2/26/2016

BY MAIL TO COB POSTMARKED:

I. FROM: Board of Commissioners

TO: County Counsel

Attached is a copy of the above-noted claim.

DAVID TWA, Clerk

By: Deputy

[Signature]

Dated: 2/26/2016

II. FROM: County Counsel

TO: Board of Commissioners

[Checkmark]

This claim complies substantially with Sections 910 and 910.2.

This Claim FAILS to comply substantially with Sections 910 and 910.2, and we are so notifying claimant. The Board cannot act for 15 days (Section 910.8).

Claim is not timely filed. The Clerk should return claim on ground that it was filed late and send warning of claimant's right to apply for leave to present a late claim (Section 911.3).

Other:

Dated: Feb. 29, 2016

By:

[Signature]

, Deputy County Counsel

III. FROM: The Board of Commissioners

TO: County Counsel (1)

County Administrator (2)

() Claim was returned as untimely with notice to claimant (Section 911.3).

Dated: DAVID TWA, CLERK, By

, Deputy Clerk

IV. BOARD ORDER: By unanimous vote of the Commissioners present:

() This Claim is rejected in full.

() Other:

I certify that this is a true and correct copy of the Board's Order entered in its minutes for this date.

Dated: David Twa, CLERK, By

, Deputy Clerk

WARNING (Gov. Code section 913)

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately. *For Additional Warning See Reverse Side of This Notice.

AFFIDAVIT OF MAILING

I declare under penalty of perjury that I am now, and at all times herein mentioned, have been a citizen of the United States, over age 18; and that today I deposited in the United States Postal Service in Martinez, California, postage fully prepaid a certified copy of this Board Order and Notice to Claimant, addressed to the claimant or claimant's attorney as shown above.

Dated: DAVID TWA, CLERK, By

, Deputy Clerk

CLAIM

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CONTRA COSTA COUNTY

BOARD ACTION: 3/29/2016

NOTICE TO CLAIMANT

Claim Against the County, or District Governed by the Board of Commissioners, Routing Endorsements, and Board Action. All Section references are to California Government Codes.

The copy of this document mailed to you is your notice of the action taken on your claim by the Board of Commissioners (Paragraph IV below), given Pursuant to Government Code Sections 913, 915.2, 915.4. Please note all "Warnings".

RECEIVED

FEB 29 2016

COUNTY COUNSEL MARTINEZ, CALIF.

AMOUNT: \$11,011.00
CLAIMANT: Latoya Berry
ATTORNEY:
ADDRESS:
Pittsburg CA 94565

BY DELIVERY TO COB ON: 2/26/2016

BY MAIL TO COB POSTMARKED:

I. FROM: Board of Commissioners

TO: County Counsel

Attached is a copy of the above-noted claim.

DAVID TWA, Clerk

By: Deputy Stephanie Mallo

Dated: 2/26/2016

II. FROM: County Counsel

TO: Board of Commissioners

[checked] This claim complies substantially with Sections 910 and 910.2.

This Claim FAILS to comply substantially with Sections 910 and 910.2, and we are so notifying claimant. The Board cannot act for 15 days (Section 910.8).

Claim is not timely filed. The Clerk should return claim on ground that it was filed late and send warning of claimant's right to apply for leave to present a late claim (Section 911.3).

Other:

Dated: Feb. 29, 2016

By: [Signature], Deputy County Counsel

III. FROM: The Board of Commissioners

TO: County Counsel (1)

County Administrator (2)

() Claim was returned as untimely with notice to claimant (Section 911.3).

Dated: DAVID TWA, CLERK, By, Deputy Clerk

IV. BOARD ORDER: By unanimous vote of the Commissioners present:

() This Claim is rejected in full.

() Other:

I certify that this is a true and correct copy of the Board's Order entered in its minutes for this date.

Dated: David Twa, CLERK, By, Deputy Clerk

WARNING (Gov. Code section 913)

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately. *For Additional Warning See Reverse Side of This Notice.

AFFIDAVIT OF MAILING

I declare under penalty of perjury that I am now, and at all times herein mentioned, have been a citizen of the United States, over age 18; and that today I deposited in the United States Postal Service in Martinez, California, postage fully prepaid a certified copy of this Board Order and Notice to Claimant, addressed to the claimant or claimant's attorney as shown above.

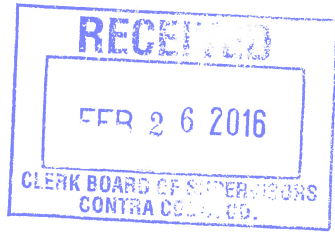
Dated: DAVID TWA, CLERK, By, Deputy Clerk

**Claim to: BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE COUNTY OF CONTRA COSTA
INSTRUCTIONS TO CLAIMANT**

- A. Claims relating to causes of action for death or for injury to person or to personal property or growing crops and which accrue on or before December 31, 1987, must be presented not later than the 100th day after the accrual of the cause of action. Claims relating to causes of action for death or for injury to person or to personal property or growing crops and which accrue on or after January 1, 1988, must be presented not later than six months after the accrual of the cause of action. Claims relating to any other cause of action must be presented not later than one year after the accrual of the cause of action. (Govt. Code §911.2.)
- B. **Claims must be filed with the Clerk of the Board at its office in Room 106, County Administration Building, 651 Pine Street, Martinez, CA 94553, either by mail or in person.**
- C. If the claim is against more than one public entity; separate claims must be filed against each public entity.
- D. Fraud. See penalty for fraudulent claims, Penal Code Sec. 72 at the end of this form.

RE: Claim By: _____) Reserved for Clerk's filing stamp

LATOYA BERRY
Name)
_____)



Against: The Housing Authority of the County of Contra Costa

The undersigned claimant hereby makes claim against the Housing Authority of the County of Contra Costa in the sum of \$11,011.00 and in support of this claim represents as follows:

- 1. When did the damage or injury occur? (Give exact date and hour)

It started occurring on January 30th 2016 about 11:30 am thru current time.

- 2. Where did the damage or injury occur? (Include city and county)

- 3. How did the damage or injury occur? (Give full details; use extra paper if required)

See Attached for details

- 4. What particular act or omission on the part of county or district officers, servants or employees caused the injury or damage?

See Attached for details

5. What are the names of county or district officers, servants or employees causing the damage or injury?

Linda Givins (Asset manager)

6. What damage or injuries do you claim resulted? (Give full extent of injuries or damages claimed. Attached two estimates for auto damage.)

See attached for details

7. How was the amount claimed above computed? (Include the estimated amount of any prospective injury or damage.)

Property Damage \$5,740.00, Personal Injury \$5,000.00 Perishable Damage \$271.00

8. Names and addresses of witnesses, doctors and hospitals.

See attached for details

9. List the expenditures you made on account of this accident or injury:

<u>DATE</u>	<u>ITEM</u>	<u>AMOUNT</u>
January 29 th 2016	Food	211.00
Thru current date	Roach spray	60.00

Gov. Code Sec. 910.2 provides:
"The claim must be signed by the claimant or by some person on his behalf."

SEND NOTICE TO: (Attorney)
Name and Address of Attorney

[Redacted Signature]

(Claimant's Signature)

[Redacted Address]

(Address)

Telephone No. _____

Telephone No. [Redacted]

NOTICE

Section 72 of the Penal Code provides:

"Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand (\$1,000), or by both such imprisonment and fine, or by imprisonment in the state prison, by a fine of not exceeding ten thousand dollars (\$10,000) or by both such imprisonment and fine."

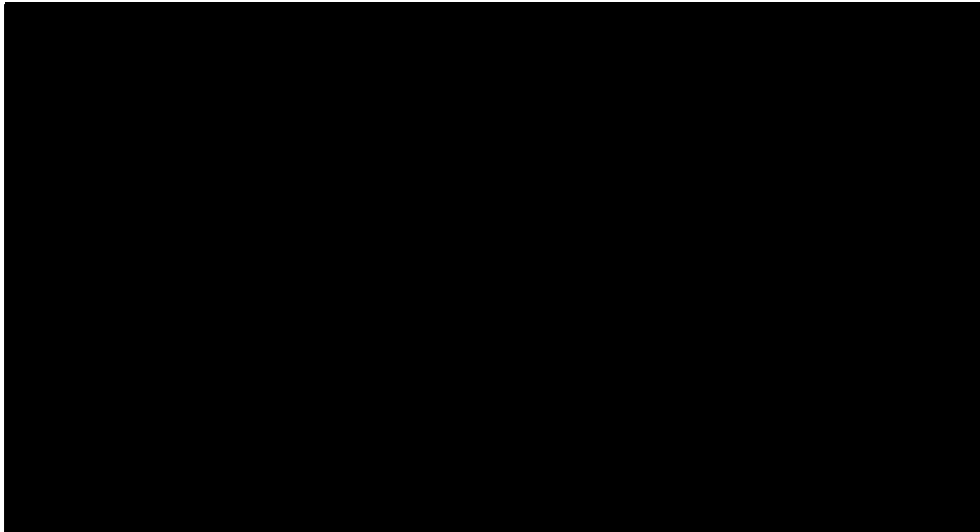
Here are the attached details.

3.) Already existing pest infestation known to management, wasn't disclosed to me resulted in Property Damage, Perishable loss and declining health conditions.

4.) The act was Linda Givins knowingly moving my son and I into a unit that was infested with roaches and declined to disclose this information to me. Which resulted in me getting very sick from asthma and Fibromyalgia stress?

6.) My Asthma and Fibromyalgia has severally been exacerbated due to adverse living conditions and refusal to rectify the problem and move me to a more suitable place. See attached medical documents. My property was ruined by roaches infesting in all of me and my son's belongings.

8.) LaToya Berry- 



RE: Latoya Berry
[REDACTED]

To Whom It May Concern:

Please allow Ms. Latoya Berry to move to an apartment or house where there are not roaches, or mold, or other exposure that may exacerbate her asthma. She has had a severe reaction with worsening asthma in this new apartment.

Thank you!



Fumi Louise Suzuki, MD

Sutter East Bay Medical Foundation



After Visit Summary - Home

John Muir Health

Name	Address	Phone	Fax
JMH Concord Hospital	2540 East St Concord CA 94520-1906	925-682-8200	925-674-2436

Berry, Latoya Rene [REDACTED]

MyJohnMuirHealth Signup

MyJohnMuirHealth allows you to view your lab and radiology results, medical conditions, medication list, allergy list, discharge instructions, and more. To sign up, go to <http://www.myjohnmuirhealth.com> and click on the **Sign Up** link in the Ready to Create Your Account? box. Enter your MyJohnMuirHealth Activation Code exactly as it appears below along with your Date of Birth and your Zip Code. Then create a username and password to complete the sign-up process. If you have an iPhone, you may also simply download the MyJMH app from the App store and sign up directly from from your phone

The activation code will expire in 90 days. If you do not sign up before the expiration date, you must request a new code.

MyJohnMuirHealth Activation Code: [REDACTED]

Expires: 5/22/2016 11:16 PM

Important Notice

When you activate your account, previous results will be available. If you have questions about information in your chart, please discuss this directly with your John Muir Health provider.

If you have questions about how to use or navigate the MyJohnMuirHealth website, please call (925) 941-2001. MyJohnMuirHealth is NOT to be used for urgent medical needs.

For medical emergencies, dial 911.

If you are enrolled in MyJohnMuirHealth, you will be able to view most of your hospital or emergency department test results 24 hours after discharge. Some results (e.g. genetics tests, pap smears, biopsy results, HIV and other sensitive tests) will not be available as they are restricted by California law or John Muir Health policy.

About your hospitalization

You were admitted on: February 23, 2016

You were discharged on: February 23, 2016

You last received care in the: **Cardiovascular Telemetry South**
Unit phone number: 925-674-3300

Your diagnoses also included: **Fibromyalgia, Hypokalemia, Hx-Tia (Transient Ischemic Attack)**

Physicians who cared for you during your hospitalization

Provider	Service	Role	Specialty
Eric Hoenig, MD	—	Attending Provider	Internal Medicine
Joseph Henry, MD	—	Consulting Physician	Internal Medicine

You are allergic to the following

Date Reviewed: **2/23/2016**

Allergen	Reactions
Banana	Itching Swelling
Egg	Anaphylaxis
Shellfish Containing Products	Anaphylaxis
Aspirin	Not Noted
Nervous feeling	
Imitrex (Sumatriptan)	Rash
And jittery	

Imaging/Cath/Angio procedures done during your visit

Procedure/Test	Authorizing Provider
CT head without contrast	Jude J Moore, MD
MRI Brain Without Contrast	Eric Hoenig, MD
MRI cervical spine without contrast	Joseph Henry, MD

Patient Belongings Returned/Sent home

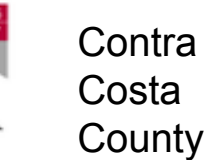
	Most Recent Value
Belongings Sent Home	
Belongings Sent Home	None
Medications Sent Home	
Medications Sent Home	No (Comment)

Talk to your Doctor About These Lab Results Which Were Not Available When You Were Discharged

Order	Current Status
Culture, urine	In process

Patient Signature: _____
Date: _____

Clinician Signature: _____
Date: _____



To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: April 12, 2016

Subject: Declarations of Trust Updates

RECOMMENDATIONS

APPROVE the recording of updated Declarations of Trust (DOT) for all public housing developments in the Housing Authority's (HACCC) portfolio that are due to expire or have expired.

BACKGROUND

The DOT is a legal instrument that grants the U.S. Department of Housing and Urban Development (HUD) an interest in a public housing property. It provides public notice that the property must be operated in accordance with all federal public housing requirements, including the requirement not to convey or otherwise encumber the property unless expressly authorized by federal law and/or HUD.

The need for housing authorities (PHAs) to ensure a current DOT is recorded against all property that has been acquired, developed, maintained or assisted with funds authorized by the U.S. Housing Act of 1937 (Act) is required by the Act, HUD regulations and the Annual Contributions Contract (ACC), which is attached to HUD funding. Notwithstanding this requirement, HUD has increasingly been finding that, in many instances, PHAs may be unaware that the original DOT recorded against the property (at acquisition or development) has expired with the repayment and/or forgiveness of development funds. However, if these developments have continued, and will continue, to receive assistance under the Act, federal law requires that PHAs record current DOTs against them.

In addition to being an ongoing federal requirement, it is important for PHAs to maintain current DOTs against their public housing properties for other reasons, including: (a) to ensure the accuracy of HUD subsidy calculations and payments under the Operating Fund and Capital Fund; and (b) to expedite HUD's processing and approvals

Action of Board On: **04/12/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

AYE: John Gioia, Commissioner
 Candace Andersen,
 Commissioner
 Mary N. Piepho,
 Commissioner
 Karen Mitchoff,
 Commissioner
 Federal D. Glover,
 Commissioner
 Jannel George-Oden,
 Commissioner

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: April 12, 2016
 Joseph Villarreal, Executive Director

By: June McHuen, Deputy

ABSENT: Fay Nathaniel, Commissioner

Contact: 925-957-8028

cc:

BACKGROUND (CONTD)

of other federal public housing programs (e.g., Capital Fund Finance Program (CFFP) and Operating Fund Financing Program (OFFP) under Section 30 of the Act, mixed finance development under 24 CFR§ 941 Subpart F, and dispositions under Section 18 of the Act).

In HACCC's case, ensuring that the DOTs are updated properly will help expedite the RAD disposition of all or part of Las Deltas in North Richmond and will also ensure that future dispositions are not hung up due to the lack of a current DOT. If the Board votes to approve this item, HACCC will submit updated DOTs to the County Recorder's Office.

FISCAL IMPACT

There is no financial impact for the recording of the Declarations of Trusts for HACCC properties.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners not approve the request to update the Declaration of Trusts for all public housing developments, HUD may take whatever action it deems necessary and appropriate, including, but not limited to, the following actions: (A) temporarily withhold cash payments pending correction of the deficiency by the PHA; (B) disallow all or part of the cost of the activity or action not in compliance; (C) wholly or partly suspend or terminate the current award for the PHA's program; (D) require that some or all of the grant amounts be remitted to HUD; (E) condition a future grant and elect not to provide future grant funds to the PHA until appropriate actions are taken to ensure compliance; (F) withhold further awards for the program, or (G) take other remedies that may be legally available.

CLERK'S ADDENDUM

ATTACHMENTS

Declarations of Trust

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 $\frac{1}{2}$ 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 $73^{\circ} 15'$ east, 940 feet along the north line of said 1.664 acre parcel and the extension thereof to a point which bears north $73^{\circ} 15'$ 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 $16^{\circ} 45' 30''$ east, 810.07 feet to a point which bears south $67^{\circ} 01'$ 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 $67^{\circ} 01'$ west, 945.57 feet to the most easterly corner of said parcel (975 OR 351); thence south $16^{\circ} 45' 30''$ 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° 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° 25' west, 143.10 feet; south 41° 56' west, 31.90 feet; south 18° 21' west, 29.90 feet and south 1° 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° 28' west 206.7 feet and north 0° 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.