

RESOLUTION NO. 2023-274

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION AND
TRANSFER AGREEMENT WITH HOUSING SOLUTIONS, INC. AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO
EFFECTUATE THE TRANSFER OF SIX PROPERTIES TO THE CITY
(CEQA EXEMPT)**

WHEREAS, the City of Elk Grove (City) and Housing Solutions, Inc. (HSI) (collectively, the “Parties”) previously executed the Transfer Documents and Loan Documents (collectively “the Documents”), as further defined in the Termination and Transfer Agreement attached hereto as Exhibit A, providing for the transfer to HSI of the following six properties in Elk Grove:

- 9508 Emerald Park Drive #4 (APN 125-0291-012-0004),
- 9532 Emerald Park Drive #3 (APN 125-0291-006-0003),
- 9112 Jonell Court (APN 134-0470-060),
- 9200 Meadow Grove Drive (APN 134-0304-001),
- 5725 Moon Creek Way (APN 117-1320-055), and
- 8528 Sun Sprite Way (APN 115-1220-041) (collectively, “the Properties”); and

WHEREAS, the Documents required the Properties to be operated as temporary housing, permanent shared housing, transitional housing and affordable housing subject to the requirements set forth in the Regulatory Agreement for each Property; and

WHEREAS, with the approval of the City, HSI contracted with Sacramento Self Help Housing (“SSHH”) to perform property management, resident management, and HSI’s fiscal management with respect to the Properties; and

WHEREAS, SSHH has ceased operations and filed a bankruptcy petition; and HSI is not in a position to perform all the services and other obligations required by the Documents and Regulatory Agreements (as defined in Exhibit A), which services are necessary to continue operation of the Properties for their specified public purposes; and

WHEREAS, the Parties now desire to terminate the Transfer Documents and provide for the transfer of the properties on Jonell Court, Meadow Grove Drive, Moon Creek Way, and Sun Sprite Way from HSI to the City; and

WHEREAS, the City and HSI now desire to terminate the Loan Documents and provide for the transfer of the Emerald Park properties from HSI to the City in satisfaction of all amounts due and payable under the Loan Documents and to release HSI from all further obligations pursuant to the Loan Documents; and

WHEREAS, the California Attorney General’s Office has indicated in writing that it does not object to the transfer of the Properties to the City; and

WHEREAS, the City and HSI now desire to transfer and assign all HSI rights and obligations under the Regulatory Agreements to the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Elk Grove hereby finds the Project exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption).

AND, BE IT FURTHER RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute the Termination and Transfer Agreement with Housing Solutions, Inc., a California nonprofit public benefit corporation, in substantially the form attached hereto as Exhibit A.

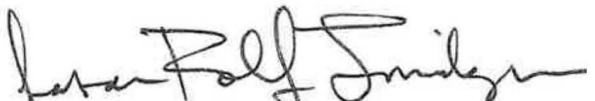
AND, BE IT FURTHER RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute all documents and take all action reasonably necessary to effectuate the transfer of the Properties to the City.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 13th day of December 2023




BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY

TERMINATION AND TRANSFER AGREEMENT

This Termination Agreement (“Agreement”) is made as of December 13, 2023, by and between the City of Elk Grove, a California municipal corporation (the “City”) and Housing Solutions, Inc., a California non-profit public benefit corporation (“HSI”), collectively referred to as the “Parties.”

WHEREAS, the Parties previously executed the Transfer Documents and Loan Documents providing for the transfer of the Properties from the City to HSI to be operated as temporary housing, permanent shared housing, transitional housing and affordable housing subject to the requirements set forth in each Regulatory Agreement;

WHEREAS, with the approval of the City, HSI contracted with Sacramento Self Help Housing (“SSHH”) to perform property management, resident management, and HSI’s fiscal management with respect to the Properties;

WHEREAS, the Parties acknowledge that HSI, SSHH, or both entities breached various terms of the Transfer Documents, Loan Documents and Regulatory Agreements including, but not limited to, failure to comply with reporting requirements relating to financial data, auditing and client data, failure to provide adequate records related to program management to the City, and failure to prevent and cure liens placed against the Moon Creek House, Sun Sprite House and Meadow Grove House;

WHEREAS, SSHH has ceased operations and filed a bankruptcy petition, HSI is no longer able to perform the services and other obligations required by the Transfer Documents, Loan Documents and Regulatory Agreements, which services are necessary to continue operation of the Properties for their specified public purposes;

WHEREAS, the Real Property Transfer Agreements require that, upon termination, the Jonell House, Meadow Grove House, Moon Creek House, and Sun Sprite House shall be transferred back to City with clear title, except for the liabilities outlined under Exhibit A, and at no cost to City;

WHEREAS, consistent with the Real Property Transfer Agreements, the Parties now desire to terminate the Transfer Documents and provide for the transfer of the Jonell House, Meadow Grove House, Moon Creek House, and Sun Sprite House from HSI to the City;

WHEREAS, the Parties now desire to terminate the Loan Documents and provide for the transfer of the Emerald Park Properties from HSI to City in satisfaction of all amounts due and payable under the Loan Documents and to release HSI from all further obligations pursuant to the Loan Documents, including the liabilities outlined under Exhibit A;

WHEREAS, the transfer and assignment of the Properties is not in the ordinary course of business for HSI and HSI has received approval by the California Attorney General pursuant to Section 5913 of the California Corporations Code;

WHEREAS, the Parties now desire to transfer and assign all HSI rights and obligations under the Regulatory Agreements to City; and

WHEREAS, upon return of the Properties to the City, the City intends to contract with another nonprofit entity to continue operating the Properties as temporary housing, permanent shared housing, transitional housing and affordable housing, consistent with each applicable Regulatory Agreement.

NOW, THEREFORE, in consideration of the mutual recitals and promises set forth herein, City and HSI agree to as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Definitions.
 - a. “9508 Emerald Park Documents” means the following documents relating to 9508 Emerald Park Drive #4, Elk Grove, California: Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated November 16, 2012, by HSI for the benefit of City and recorded in Book 20121205, Page 0970 of the Official Records of Sacramento County; Loan Agreement (9508 Emerald Park Drive #4) dated November 16, 2012, by and between City and HSI; and Promissory Note Secured by Deed of Trust (9508 Emerald Park Drive #4) dated November 16, 2012, executed by HSI in favor of City.
 - b. “9532 Emerald Park Documents” means the following documents relating to 9532 Emerald Park Drive #3, Elk Grove, California: Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated November 16, 2012, by HSI for the benefit of City and recorded in Book 20121205, Page 0975 of the Official Records of Sacramento County; Loan Agreement (9532 Emerald Park Drive #3) dated November 16, 2012, by and between City and HSI; and Promissory Note Secured by Deed of Trust (9532 Emerald Park Drive #3) dated November 16, 2012, executed by HSI in favor of City.
 - c. “Effective Date” means December 13, 2023.
 - d. “Emerald Park Properties” means the property located at: 9508 Emerald Park Drive #4, Elk Grove, California (APN 125-0291-012-0004), as more particularly described in Exhibit B1 attached hereto; and 9532 Emerald Park Drive #3, Elk Grove, California (APN 125-0291-006-0003), as more particularly described in Exhibit B2 attached hereto.
 - e. “Jonell Documents” means all of the following: Community Development Block Grant Real Property Transfer Agreement, Project No. CDBG-2011-11, by and between City and HSI; and Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated April 1, 2013, by HSI for the benefit of City and recorded in Book 20130402, Page 0186 of the Official Records of Sacramento County.
 - f. “Jonell House” means the property located at 9112 Jonell Court, Elk Grove, California (APN 134-0470-060), as more particularly described in Exhibit B3 attached hereto.

- g. “Loan Documents” means the 9508 Emerald Park Documents and the 9532 Emerald Park Documents.
- h. “Meadow Grove Documents” means the following documents relating to the Meadow Grove House: Community Development Block Grant Real Property Transfer Agreement, Project No. CDBG-2013-05, by and between City and HSI; and Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated August 27, 2015, by HSI for the benefit of City and recorded in Book 20150917, Page 0958 of the Official Records of Sacramento County.
- i. “Meadow Grove House” means the property located at 9200 Meadow Grove Drive, Elk Grove, California (APN 134-0304-100), as more particularly described in Exhibit B4 attached hereto.
- j. “Moon Creek Documents” means the following documents relating to the Moon Creek House: 2017 State Homeless Appropriation Real Property Transfer Agreement, Project Address: 5725 Moon Creek Way, by and between City and HSI; Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated March 4, 2020, by HSI for the benefit of City and recorded in Book 20200406 Page 1289 of the Official Records of Sacramento County; and Operations Grant Agreement.
- k. “Moon Creek House” means the property located at 5725 Moon Creek Way, Elk Grove, California (APN 117-1320-055), as more particularly described in Exhibit B5 attached hereto.
- l. “Operations Grant Agreement” means that certain 2017 State Homeless Appropriation Operations Grant Agreement, Project Address: 5725 Moon Creek Way, by and between City and HSI.
- m. “Properties” means the Emerald Park Properties, the Jonell House, the Meadow Grove House, the Moon Creek House and the Sun Sprite House.
- n. “Real Property Transfer Agreements” means all of the following: Community Development Block Grant Real Property Transfer Agreement, Project No. CDBG-2011-11, by and between City and HSI (Jonell House); Community Development Block Grant Real Property Transfer Agreement, Project No. CDBG-2013-05, by and between City and HSI (Meadow Grove House); 2017 State Homeless Appropriation Real Property Transfer Agreement, Project Address: 5725 Moon Creek Way, by and between City and HSI (Moon Creek House); and Community Development Block Grant Real Property Transfer Agreement, Project No. CDBG-2016-03, by and between City and HSI (Sun Sprite House).
- o. “Regulatory Agreements” means all of the following: Regulatory Agreement (9508 Emerald Park Drive #4) dated November 16, 2012, by and between City and HSI and recorded in Book 20121205, Page 0971 of the Official Records of Sacramento County; Regulatory Agreement (9532 Emerald Park Drive #3) dated November 16, 2012, by and between City and HSI and recorded in Book 20121205, Page 0976 of the Official

Records of Sacramento County; Regulatory Agreement (9112 Jonell Court) dated April 1, 2013, by and between City and HSI and recorded in Book 20130402, Page 0185 of the Official Records of Sacramento County; Regulatory Agreement (9200 Meadow Grove Drive) dated August 27, 2015, by and between City and HSI and recorded in Book 20150917, Page 0957 of the Official Records of Sacramento County; Regulatory Agreement (5725 Moon Creek Way) dated March 12, 2020, by and between City and HSI and recorded in Book 20200406, Page 1291 of the Official Records of Sacramento County; and Regulatory Agreement (8528 Sun Sprite Way) dated July 20, 2017, by and between City and HSI and recorded in Book 20170801, Page 0830 of the Official Records of Sacramento County.

- p. “Sun Sprite Documents” means the following documents relating to the Sun Sprite House: Community Development Block Grant Real Property Transfer Agreement, Project No. CDBG-2016-03, by and between City and HSI; and Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 20, 2017, by HSI for the benefit of City and recorded in Book 20170801, Page 0829 of the Official Records of Sacramento County.
 - q. “Sun Sprite House” means the property located at 8528 Sun Sprite Way, Elk Grove, California (APN 115-1220-041), as more particularly described in Exhibit B6 attached hereto.
 - r. “Transfer Documents” means the Jonell Documents, Meadow Grove Documents, Moon Creek Documents, and Sun Sprite Documents.
3. Termination. The Parties hereby agree to terminate the Transfer Documents and Loan Documents concurrently with City’s receipt of the properly executed Grant Deeds for the Properties, in substantially the form attached hereto as Exhibits B1-B6. The Regulatory Agreements shall remain in full force and effect until terminated or modified by the City.
4. Transfer of Properties. HSI hereby agrees to transfer to City, and City hereby agrees to accept, (i) fee title to, and possession of, the Emerald Park Properties in satisfaction of all amounts due and payable under the Loan Documents and in exchange for HSI's release from all further obligations pursuant to the Loan Documents, and (ii) fee title to, and possession of, the Jonell House, Meadow Grove House, Moon Creek House and Sun Sprite House as required by the Real Property Transfer Agreements. No later than fourteen calendar days after the Effective Date, HSI shall execute and deliver to City a Grant Deed for each Property, in substantially the form attached hereto as Exhibits B1-B6, transferring fee title to such Property to the City. Prior to the transfers contemplated herein, HSI shall clear any and all liens against the Properties, except for the liabilities outlined under Exhibit A, and any other liability that the City Manager approves in writing.

5. Deed of Trust Reconveyances. Following the Effective Date, City shall execute a Substitution of Trustee and Full Reconveyance of Deed of Trust, in substantially the form attached hereto as Exhibits C1-C6, for each Deed of Trust recorded against the Properties listing City as beneficiary.
6. Assignment of Regulatory Agreements. HSI hereby agrees to transfer and assign to City, and City hereby agrees to assume, all of HSI's right, title and interest in and to the Regulatory Agreements, and all of HSI's duties and obligations with respect to the Regulatory Agreements.
7. Existing Leases, Licenses and other Residency Agreements.
 - a. Estoppel Certificates. HSI shall attempt in good faith to obtain estoppel certificates from all tenants, subtenants, licensees, sublicensees or other residents occupying the Properties at the time such Properties are transferred to City. The Estoppel Certificates shall include all of the following:
 - i. Tenant, licensee or resident name and contact information;
 - ii. Description of Property occupied by such tenant, licensee or resident;
 - iii. The date of commencement and scheduled date of termination of the lease, license or other residency agreement;
 - iv. The amount of rent or other compensation, if any, agreed upon by the tenant, licensee, or resident;
 - v. The amount of any deposit paid; and
 - vi. That the lease, license or other residency agreement is in full force and effect and that there have been no modifications or amendments thereto, or, if there have been modifications or amendments, an explanation of same.
 - b. Assignment. HSI agrees to transfer and assign to City, and City has the option to assume, propose modifications to, or reject, all leases, residency agreements, and licenses for all tenants, residents, and licensees occupying the Properties as of the Effective Date subject to the limitations of any applicable federal, state and local laws.
 - c. Rents. Following transfer of the Properties to City, the City may require that all rents associated with the Properties be directed to the City or, at the sole discretion of the City, to its designated management agent.
8. Attorney General Approval. HSI represents that the Office of the Attorney General has approved the proposed transfers in accordance with California Corporations Code section 5913.
9. Final Reimbursement Pursuant to Operations Grant Agreement. With respect to the Moon Creek House, the Parties agree that HSI shall waive any reimbursement claim for any eligible costs and expenses incurred in providing services through the date hereof in accordance with the terms set forth in the Operations Grant Agreement.

10. Recording. City will record in the Office of the Recorder of Sacramento County all Grant Deeds and Substitutions of Trustee and Full Reconveyances of Deed of Trust executed by the Parties hereunder.
11. Indemnification. To the fullest extent permitted by law, HSI shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, the presence of hazardous materials upon, about or beneath any of the Properties, economic loss or otherwise arising out of the performance of this Agreement, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Agreement on the part of HSI, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, HSI shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Agreement.
12. Temporary Suspension. The Parties may temporarily suspend performance of this Agreement if required to comply with local, state or federal law.
13. Miscellaneous Provisions.
- a. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given (i) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (ii) by hand delivery (including by means of a professional messenger service), or (iii) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth below, and shall be deemed to be effective when actually received or refused. Either party may, by notifying the other party in writing, change the address to which future notices or other communications shall be sent.

CITY: City of Elk Grove
Attn: City Manager
8401 Laguna Palms Way
Elk Grove, CA 95758


HSI: Theodore Cobb, President
Housing Solutions, Inc.
908 Vanderbilt Way
Sacramento, CA 95825

- b. Amendment. Amendments, changes or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.
- c. Venue. This Agreement shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.
- d. Enforceability. If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.
- e. Time. All times stated herein or in any other Agreement Documents are of the essence.
- f. Binding. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of HSI and to the successors in interest of City in the same manner as if such parties had been expressly named herein.
- g. Construction and Interpretation. HSI and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.
- h. Waiver. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.
- i. Severability. The invalidity, illegality or unenforceability, of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.
- j. No Third-Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and HSI. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and HSI that any such person or entity, other than City or HSI, receiving benefits or services under this Agreement shall be deemed as an incidental beneficiary.
- k. Authority to Execute. The person or persons executing this Agreement on behalf of HSI warrant and represent that they have the authority to execute this Agreement on behalf of their entity and further warrant and represent that they have the authority to bind HSI to the performance of its obligations hereunder.

- l. Dispute Resolution. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
- m. Other Rights. Nothing in this Agreement affects the rights of either Party with respect to any acts or omissions of Sacramento Self Help Housing, including but not limited to any claims or recoveries related to the bankruptcy of Sacramento Self Help Housing.
- n. Entire Agreement. This instrument and any attachments hereto constitute the entire Agreement between City and HSI concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

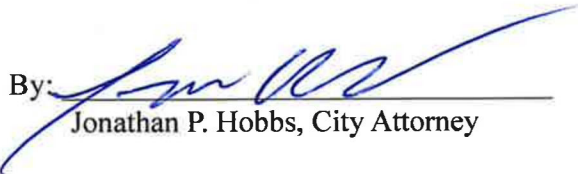
AGREED to this 13th day of December 2023, by the Parties as follows:

HOUSING SOLUTIONS, INC

By: 
Theodore Cobb, President

Approved as to form:

CITY OF ELK GROVE

By: 
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

EXHIBIT A

Exempt Liabilities

Property	Type	Payee	Amount
9508 Emerald Park #4	Lien	Sacramento County	\$196.65
	Property taxes	Sacramento County	\$638.34
	HOA dues	Homeowners' association	\$700.00
9532 Emerald Park #3	Lien	Sacramento County	\$304.36
	Lien	Sacramento County	\$196.65
	Property taxes	Sacramento County	\$562.10
	HOA dues	Homeowners' association	\$700.00
9112 Jonell	Lien	Sacramento County	\$528.69
	Lien	Sacramento County	\$391.41
	Property taxes	Sacramento County	\$1,956.16
9200 Meadow Grove	Lien	Sacramento County	\$376.65
	Lien	Sacramento County	\$395.76
	Property taxes	Sacramento County	\$2,242.78
	Unpaid utilities	Sacramento County	\$244.00
5725 Moon Creek	Lien	Sacramento County	\$852.80
	Lien	Sacramento County	\$601.46
	Property taxes	Sacramento County	\$2,809.86
8528 Sun Sprite	Lien	Sacramento County	\$1,444.30
	Lien	Sacramento County	\$1,062.49
	Property taxes	Sacramento County	\$2,472.55
TOTAL			\$18,677.01

EXHIBIT B1

Grant Deed for APN 125-0291-012-0004

RECORDING REQUESTED BY:)
City of Elk Grove)

WHEN RECORDED, MAIL THIS DEED AND)
TAX STATEMENTS TO:)
City of Elk Grove)
8401 Laguna Palms Way)
Elk Grove, CA 95758)
Attn: Housing and Public Services Manager)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

GRANT DEED

APN: 125-0291-012-0004

**Address: 9508 Emerald Park Dr #4
Elk Grove, CA 95624**

DOCUMENTARY TRANSFER TAX \$0.00
EXEMPTION (R&T CODE) 11929
EXPLANATION Grantee is a non-federal government
agency; grantor is a nonprofit corporation

Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, the Housing Solutions, Inc., a California nonprofit public benefit corporation, hereby grants to City of Elk Grove, a municipal corporation, the following real property in the City of Elk Grove, County of Sacramento:

THE CONDOMINIUM ESTATE CONSISTING OF:

- (A) UNIT NO. 4 OF LOT NO. 12 OF "EMERALD GREENS ESTATES" ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA OF MAY 11, 1970 IN BOOK 85 OF MAPS, MAP NO. 6, AS SHOWN ON EXHIBIT "A" ATTACHED TO THE CONDOMINIUM PLAN, DATED SEPTEMBER 3, 1970, RECORDED OCTOBER 14, 1970, IN BOOK 70 10 14 OF OFFICIAL RECORDS, PAGE 409, AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS -- (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PORTION OF EMERALD GREENS ESTATES), DATED MAY 27, 1970, RECORDED MAY 29, 1970 IN BOOK 70 05 29 OF OFFICIAL RECORDS, PAGE 32, AND AS SUPPLEMENTED, MODIFIED AND AMENDED BY THE DECLARATION OF ANNEXATION, DATED SEPTEMBER 3, 1970, RECORDED OCTOBER 14, 1970 IN BOOK 70 10 14 OF OFFICIAL RECORDS, PAGE 441;
- (B) AN UNDIVIDED 1/4 INTEREST IN COMMON AREA "A" OF LOT NO. 12 AS SHOWN ON EXHIBIT "A" AFORESAID AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS AND IN THE DECLARATION

OF ANNEXATION, BEING ALL OF SUCH LOT NO.12 AND THE IMPROVEMENTS THEREON, EXCEPT FOR THE UNITS: AND

(C) AN UNDIVIDED 1/264 INTEREST IN COMMON AREA "B", AS SHOWN ON SUCH EXHIBIT "A" AND AS DEFINED IN SUCH RESTRICTIONS, BEING LOT NO. 46, AS SHOWN ON SUCH EXHIBIT "A" AND THE IMPROVEMENTS THEREON, AND BEING LOT NO. 46 OF EMERALD GREENS ESTATES.

Date: _____

Housing Solutions, Inc.:

By: _____
Theodore Cobb, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

EXHIBIT B2

Grant Deed for APN 125-0291-006-0003

RECORDING REQUESTED BY:)
City of Elk Grove)

WHEN RECORDED, MAIL THIS DEED AND TAX STATEMENTS TO:)
City of Elk Grove)
8401 Laguna Palms Way)
Elk Grove, CA 95758)
Attn: Housing and Public Services Manager)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

GRANT DEED

APN: 125-0291-006-0003

**Address: 9532 Emerald Park Dr #3
Elk Grove, CA 95624**

DOCUMENTARY TRANSFER TAX \$0.00
EXEMPTION (R&T CODE) 11929
EXPLANATION Grantee is a non-federal government agency; grantor is a nonprofit corporation

Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, the Housing Solutions, Inc., a California nonprofit public benefit corporation, hereby grants to City of Elk Grove, a municipal corporation, the following real property in the City of Elk Grove, County of Sacramento:

THE CONDOMINIUM ESTATE CONSISTING OF:

- (A) UNIT NO. 3 OF LOT NO. 6 OF "EMERALD GREENS ESTATES" ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA ON MAY 11, 1970 IN BOOK 85 OF MAPS, MAP NO. 6, AS SHOWN ON EXHIBIT "A" ATTACHED TO THE CONDOMINIUM PLAN, DATED MAY 27, 1970, RECORDED MAY 29, 1970, IN BOOK 70 05 29 OF OFFICIAL RECORDS, PAGE 6, AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS – (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PORTION OF EMERALD GREENS ESTATES), DATED MAY 27, 1970, RECORDED MAY 29, 1970 IN BOOK 70 05 29 OF OFFICIAL RECORDS, PAGE 32, AND AS SUPPLEMENTED, MODIFIED AND AMENDED BY THE DECLARATION OF ANNEXATION, DATED SEPTEMBER 3, 1970, RECORDED OCTOBER 14, 1970 IN BOOK 70 10 14 OF OFFICIAL RECORDS, PAGE 441;
- (B) AN UNDIVIDED 1/4 INTEREST IN COMMON AREA "A" OF LOT NO. 6, AS SHOWN ON EXHIBIT "A" AFORESAID AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS AND IN THE DECLARATION

OF ANNEXATION, BEING ALL OF SUCH LOT NO. 4 AND IMPROVEMENTS THEREON, EXCEPT FOR THE UNITS; AND

(C) AN UNDIVIDED 1/264 INTEREST IN COMMON AREA "B", AS SHOWN ON SUCH EXHIBIT "A" AND AS DEFINED IN SUCH RESTRICTIONS, BEING LOT NO. 46, AS SHOWN ON SUCH EXHIBIT "A" AND THE IMPROVEMENTS THEREON, AND BEING LOT NO. 46 OF EMERALD GREENS ESTATES.

Date: _____

Housing Solutions, Inc.:

By: _____
Theodore Cobb, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

EXHIBIT B3

Grant Deed for APN 134-0470-060

RECORDING REQUESTED BY:)
City of Elk Grove)

WHEN RECORDED, MAIL THIS DEED AND TAX STATEMENTS TO:)
City of Elk Grove)
8401 Laguna Palms Way)
Elk Grove, CA 95758)
Attn: Housing and Public Services Manager)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

GRANT DEED

APN: 134-0470-060

**Address: 9112 Jonell Court
Elk Grove, CA 95624**

DOCUMENTARY TRANSFER TAX \$0.00
EXEMPTION (R&T CODE) 11929
EXPLANATION Grantee is a non-federal government agency; grantor is a nonprofit corporation

Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, the Housing Solutions, Inc., a California nonprofit public benefit corporation, hereby grants to City of Elk Grove, a municipal corporation, the following real property in the City of Elk Grove, County of Sacramento:

LOT 60, AS SHOWN ON THE "PLAT OF LINDROTH SUBDIVISION", RECORDING IN BOOK 134 OF MAPS, MAP NO. 12, RECORDS OF SACRAMENTO COUNTY.

Date: _____

Housing Solutions, Inc.:

By: _____
Theodore Cobb, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT B4

Grant Deed for APN 134-0304-100

RECORDING REQUESTED BY:)
City of Elk Grove)

WHEN RECORDED, MAIL THIS DEED AND TAX STATEMENTS TO:)
City of Elk Grove)
8401 Laguna Palms Way)
Elk Grove, CA 95758)
Attn: Housing and Public Services Manager)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

GRANT DEED

APN: 134-0304-100

**Address: 9200 Meadow Grove Dr
Elk Grove, CA 95624**

DOCUMENTARY TRANSFER TAX \$0.00
EXEMPTION (R&T CODE) 11929
EXPLANATION Grantee is a non-federal government agency; grantor is a nonprofit corporation

Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, the Housing Solutions, Inc., a California nonprofit public benefit corporation, hereby grants to City of Elk Grove, a municipal corporation, the following real property in the City of Elk Grove, County of Sacramento:

LOT 1 AS SHOWN ON THE MAP ENTITLED ELK GROVE MEADOWS, RECORDED ON DECEMBER 6, 1962, IN BOOK 70 OF MAPS, PAGE(S) 6, RECORDS OF SACRAMENTO COUNTY.

Date: _____

Housing Solutions, Inc.:

By: _____
Theodore Cobb, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

EXHIBIT B5

Grant Deed for APN 117-1320-055

RECORDING REQUESTED BY:)
 City of Elk Grove)
)
WHEN RECORDED, MAIL THIS DEED AND)
TAX STATEMENTS TO:)
 City of Elk Grove)
 8401 Laguna Palms Way)
 Elk Grove, CA 95758)
 Attn: Housing and Public Services Manager)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

GRANT DEED

APN: 117-1320-055

Address: 5725 Moon Creek Way
Elk Grove, CA 95758

DOCUMENTARY TRANSFER TAX \$0.00
 EXEMPTION (R&T CODE) 11929
 EXPLANATION Grantee is a non-federal government
agency; grantor is a nonprofit corporation

 Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, the Housing Solutions, Inc., a California nonprofit public benefit corporation, hereby grants to City of Elk Grove, a municipal corporation, the following real property in the City of Elk Grove, County of Sacramento:

LOT 49, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PLAT OF LAGUNA VISTA UNIT NO. 29", ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON MARCH 9, 1999 IN BOOK 259 OF MAPS, PAGE 2.

Date: _____

Housing Solutions, Inc.:

By: _____
 Theodore Cobb, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT B6

Grant Deedfor APN 115-1220-041

RECORDING REQUESTED BY:)
City of Elk Grove)

WHEN RECORDED, MAIL THIS DEED AND TAX STATEMENTS TO:)
City of Elk Grove)
8401 Laguna Palms Way)
Elk Grove, CA 95758)
Attn: Housing and Public Services Manager)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

GRANT DEED

APN: 115-1220-041
Address: 8528 Sun Sprite Way
Elk Grove, CA 95624

DOCUMENTARY TRANSFER TAX \$0.00
EXEMPTION (R&T CODE) 11929
EXPLANATION Grantee is a non-federal government agency; grantor is a nonprofit corporation

Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, the Housing Solutions, Inc., a California nonprofit public benefit corporation, hereby grants to City of Elk Grove, a municipal corporation, the following real property in the City of Elk Grove, County of Sacramento:

LOT 82 AS SHOWN ON THE MAP OF "SHELDON NORTH NO. 1" FILED IN BOOK 206 OF MAPS, MAP NO. 5, RECORDS OF SACRAMENTO COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED OF RECORD.

Date: _____

Housing Solutions, Inc.:

By: _____
Theodore Cobb, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

EXHIBIT C1

**Substitution of Trustee and Full Reconveyance of
Deed of Trust for APN 125-0291-012-0004**

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Housing Solutions, Inc.
908 Vanderbilt Way
Sacramento, CA 95825
Attn: Theodore Cobb, President

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Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF DEED OF TRUST

APN: 125-0291-012-0004

Address: 9508 Emerald Park #4, Elk Grove, CA 95624

The undersigned, present Beneficiary under that certain Deed of Trust dated November 16, 2012, executed by Housing Solutions, Inc., a California nonprofit corporation, as Trustor, to Placer Title Company, as original Trustee, for the benefit of the City of Elk Grove, a municipal corporation, and recorded on December 5, 2012 in Book 20121205, Page 0970, of Official Records in the office of the County Recorder of the County of Sacramento, State of California, **HEREBY APPOINTS AND SUBSTITUTES** the undersigned as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 8401 Laguna Palms Way, Elk Grove, CA 95758.

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title, and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: _____

City of Elk Grove

Jason Behrmann, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT C2

**Substitution of Trustee and Full Reconveyance of
Deed of Trust for APN 125-0291-006-0003**

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

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Housing Solutions, Inc.
908 Vanderbilt Way
Sacramento, CA 95825
Attn: Theodore Cobb, President

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF DEED OF TRUST

APN: 125-0291-006-0003

Address: 9532 Emerald Park #3, Elk Grove, CA 95624

The undersigned, present Beneficiary under that certain Deed of Trust dated November 16, 2012, executed by Housing Solutions, Inc., a California nonprofit corporation, as Trustor, to Placer Title Company, as original Trustee, for the benefit of the City of Elk Grove, a municipal corporation, and recorded on December 5, 2012 in Book 20121205, Page 0975, of Official Records in the office of the County Recorder of the County of Sacramento, State of California, **HEREBY APPOINTS AND SUBSTITUTES** the undersigned as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 8401 Laguna Palms Way, Elk Grove, CA 95758.

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title, and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: _____

City of Elk Grove

Jason Behrmann, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



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State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT C3

**Substitution of Trustee and Full Reconveyance of
Deed of Trust for APN 134-0470-060**

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

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Housing Solutions, Inc.
908 Vanderbilt Way
Sacramento, CA 95825
Attn: Theodore Cobb, President

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF DEED OF TRUST

APN: 134-0470-060

Address: 9112 Jonell Court, Elk Grove, CA 95624

The undersigned, present Beneficiary under that certain Deed of Trust dated April 1, 2013, executed by Housing Solutions, Inc., a California nonprofit corporation, as Trustor, to Placer Title Company, as original Trustee, for the benefit of the City of Elk Grove, a municipal corporation, and recorded on April 2, 2013 in Book 20130402, Page 0186, of Official Records in the office of the County Recorder of the County of Sacramento, State of California, **HEREBY APPOINTS AND SUBSTITUTES** the undersigned as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 8401 Laguna Palms Way, Elk Grove, CA 95758.

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title, and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: _____

City of Elk Grove

Jason Behrmann, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



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State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT C4

**Substitution of Trustee and Full Reconveyance of
Deed of Trust for APN 134-0304-100**

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Housing Solutions, Inc.
908 Vanderbilt Way
Sacramento, CA 95825
Attn: Theodore Cobb, President

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Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF DEED OF TRUST

APN: 134-0304-100

Address: 9200 Meadow Grove Dr, Elk Grove, CA 95624

The undersigned, present Beneficiary under that certain Deed of Trust dated August 27, 2015, executed by Housing Solutions, Inc., a California nonprofit corporation, as Trustor, to Placer Title Company, as original Trustee, for the benefit of the City of Elk Grove, a municipal corporation, and recorded on September 17, 2015 in Book 20150917, Page 0958, of Official Records in the office of the County Recorder of the County of Sacramento, State of California, **HEREBY APPOINTS AND SUBSTITUTES** the undersigned as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 8401 Laguna Palms Way, Elk Grove, CA 95758.

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title, and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: _____

City of Elk Grove

Jason Behrmann, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT C5

**Substitution of Trustee and Full Reconveyance of
Deed of Trust for APN 117-1320-055**

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Housing Solutions, Inc.
908 Vanderbilt Way
Sacramento, CA 95825
Attn: Theodore Cobb, President

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Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF DEED OF TRUST

APN: 117-1320-055

Address: 5725 Moon Creek Way, Elk Grove, CA 95758

The undersigned, present Beneficiary under that certain Deed of Trust dated March 4, 2020, executed by Housing Solutions, Inc., a California nonprofit corporation, as Trustor, to Placer Title Company, as original Trustee, for the benefit of the City of Elk Grove, a municipal corporation, and recorded on April 6, 2020 in Book 20200406, Page 1289, of Official Records in the office of the County Recorder of the County of Sacramento, State of California, **HEREBY APPOINTS AND SUBSTITUTES** the undersigned as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 8401 Laguna Palms Way, Elk Grove, CA 95758.

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title, and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: _____

City of Elk Grove

Jason Behrmann, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



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State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT C6

**Substitution of Trustee and Full Reconveyance of
Deed of Trust for APN 115-1220-041**

RECORDING REQUESTED BY,)
AND WHEN RECORDED MAIL TO:)
)
Housing Solutions, Inc.)
908 Vanderbilt Way)
Sacramento, CA 95825)
Attn: Theodore Cobb, President)
)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF DEED OF TRUST

APN: 115-1220-041

Address: 8528 Sun Sprite Way, Elk Grove, CA 95624

The undersigned, present Beneficiary under that certain Deed of Trust dated July 20, 2017, executed by Housing Solutions, Inc., a California nonprofit corporation, as Trustor, to Placer Title Company, as original Trustee, for the benefit of the City of Elk Grove, a municipal corporation, and recorded on August 1, 2017 in Book 20170801, Page 0829, of Official Records in the office of the County Recorder of the County of Sacramento, State of California, **HEREBY APPOINTS AND SUBSTITUTES** the undersigned as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 8401 Laguna Palms Way, Elk Grove, CA 95758.

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title, and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: _____

City of Elk Grove

Jason Behrmann, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2023-274

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on December 13, 2023 by the following vote:

AYES: COUNCILMEMBERS: Singh-Allen, Brewer, Robles, Spease, Suen

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None



Jason Lindgren, City Clerk
City of Elk Grove, California