

CITY OF SACRAMENTO

Permit No: 9806348

1231 I Street, Sacramento, CA 95814

Insp Area: 4

Site Address: 1055 RIVERA DR SAC

Sub-Type: RES

Parcel No: 2510252012

Housing (Y/N): N

CONTRACTOR

OWNER

ARCHITECT

MULDER DOUG
7920 ALTA SUNRISE #100
CITRUS HEIGHTS 95610

Nature of Work: HVAC REPLACEMENT SPLIT SYSTEM REROOF 16 SQ 25 YR DIM COMP & INT REMODEL KITCHEN/ BATH

CONSTRUCTION LENDING AGENCY : I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C).

Lender's Name _____ Lender's Address _____

LICENSED CONTRACTORS DECLARATION: I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code and my license is in full force and effect.

License Class _____ License Number _____ Date _____ Contractor Signature _____

OWNER-BUILDER DECLARATION: I hereby affirm under penalty of perjury that I am exempt from the contractors License Law for the following reason (Sec. 7031.5, Business and Professions Code; any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 8 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.00);

____ I, as a owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professional Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his/her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.)

____ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law).

____ I am exempt under Sec. _____ B & PC for this reason: _____

Date 7/8/98 Owner Signature [Signature]

IN ISSUING THIS BUILDING PERMIT, the applicant represents, and the city relies on the representation of the applicant, that the applicant verified all measurements and locations shown on the application or accompanying drawings and that the improvement to be constructed does not violate any law or private agreement relating to permissible or prohibited locations for such improvements. This building permit does not authorize any illegal location of any improvement or the violation of any private agreement relating to location of improvements.

I certify that I have read this application and state that all information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representative(s) of this city to enter upon the abovementioned property for inspection purposes.

Date 7/8/98 Applicant/Agent Signature [Signature]

WORKER'S COMPENSATION DECLARATION: I hereby affirm under penalty of perjury one of the following declarations:

____ I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of work for which the permit is issued.

____ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier _____ Policy Number _____

____ (This section need not be completed if the permit is for \$100 or less) I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date 7/8/98 Applicant Signature [Signature]

WARNING: FAILURE TO SECURE WORKER'S COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST AND ATTORNEY'S FEE.

THIS PERMIT SHALL EXPIRE BY LIMITATION IF WORK IS NOT COMMENCED WITHIN 180 DAYS.

OWNER-BUILDER VERIFICATION

ATTENTION PROPERTY OWNER

An owner-builder building permit has been applied for in your name and bearing your signature.

Please complete and return this information in the envelope provided at your earliest opportunity to avoid unnecessary delay in processing and issuing your building permit. No building permit will be issued until this verification is received.

1. I personally plan to provide the major labor and materials for construction of the proposed improvement (yes or no) _____

2. I (have have not) _____ signed an application for a building permit for the proposed work.

3. I have contracted with the following person (firm) to provide the proposed construction:

Name _____ Address _____

City _____ Telephone _____

Contractors License No. _____

4. I plan to provide portions of the work, but I have hired the following person to coordinate, supervise, and provide the major work.

Name _____ Address _____

City _____ Telephone _____

Contractors License No. _____

5 I will provide some of the work but I have contracted (hired) the following to provide the work indicated:

Name	Address	Phone	Type of Work
ROY HOTAKENG CONST.	GRANITE BAY CA	916-2445111	INTERIOR-REF-ROOF
I.G. CONST	SARTO CA	916-364-8126	

Signed _____

Job Address 1055 RIVERA DR Date 7/8/98

Permit No.: _____

NO FEE DOCUMENT:
Entitled to free recording
per Government Code 6103.

2-P
95812

Recording Requested by the
SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY
630 "I" Street
Sacramento, California 95814
Attention: Legal Department

GRANT DEED
(WITH COVENANTS, RESTRICTIONS AND RESERVATIONS)
1055 Rivera Drive, 3417 42nd Street, 3441 42nd Street
3922 35th Street, and 3936 7th Avenue

For valuable consideration receipt of which is hereby acknowledged.

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out the Redevelopment Plan, (the "Redevelopment Plan"), for the redevelopment project known as the Del Paso Heights Redevelopment Project Area, and the Oak Park Redevelopment Project Area the ("Project"), under the Community Redevelopment Law of California, hereby grants to Douglas L. Mulder, a sole proprietorship (the "Grantee"), the real property, (the "Property"), described in Exhibit 1 which is attached to, and incorporated in this Deed by this reference, subject to the covenants, restrictions and reservations set forth below which covenants, restrictions and reservations shall inure to the benefit of, and bind, each and every successor, assign or successor in interest of the parties, including any heirs, executors, administrators, transferees or any other person or entity claiming through the parties.

1. The Property is conveyed in accordance with, and subject to, the Del Paso Heights Redevelopment Plan which was approved and adopted by the City Council of the City of Sacramento on May 12, 1970 by City Ordinance No. 2884 and recorded in the official records of Sacramento County on May 21, 1970 in Book 700521 commencing on page 373; and the Oak Park Redevelopment Plan which was approved and adopted by the City Council of the City of Sacramento was approved and adopted by the City Council of the City of Sacramento on May 30, 1973 by City Ordinance No. 3278 and recorded in the official records of Sacramento County on July 12, 1973 in Book 730712 commencing on page 390. The Disposition and Development Agreement (the "Disposition and Development Agreement") entered into by and between Grantor and Grantee, effective as of the date of this Deed and recorded concurrently with this Deed, is by this reference incorporated in this Deed.

2. The Grantee covenants and agrees that the Property shall be devoted only to the uses specified in the applicable provisions of the Redevelopment Plan for the Project (including all Redevelopment Plan amendments), said Disposition and Development Agreement, the Declaration of Restrictions recorded by Grantor and affecting the Property, and this Deed. The Property is conveyed to Grantee at a purchase price (the "Purchase Price") determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees that the Grantee, such successors and such assigns shall develop, use, and maintain the Property as follows:

(a) Grantee shall immediately commence to rehabilitate five (5) single family residence(s) on the Property consistent with plans approved by the Grantor.

(b) Grantee shall maintain the improvements and any other improvements on the Property and shall keep the Property free from accumulation of debris and waste materials. The Grantee shall also maintain the landscaping, as set forth in the Disposition and Development Agreement and all plans approved by Grantor pursuant thereto.

Grant Deed

(iii) Transfer, or suffer any involuntary transfer, of all or any part of or interest in the Property or any interest therein, in violation of the Disposition and Development Agreement or this Grant Deed.

(b) The right to re-enter, repossess, terminate and revert shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage or deed of trust permitted by the Disposition and Development Agreement or this Deed and duly approved by the Grantor;

(ii) Any rights or interests provided for the protection of the holders of such mortgages or deed of trust.

(iii) Any interest in individual and divisible parts or parcels (or in the case of parts or parcels leased, the leasehold interest) on which the Improvements have been completed in accordance with the Disposition and Development Agreement and for which a Certificate of Completion is recorded.

(c) The right to re-enter, repossess, terminate and revert with respect to the Property shall terminate when the Certificate of Completion regarding the improvements to be constructed under Paragraph 2 on the Property has been recorded by the Grantor.

(d) In the event title to the Property or any part thereof is reverted in the Grantor as provided in this Paragraph 4, the Grantor shall, pursuant to its responsibilities under California Law, use its best efforts to resell the Property or part as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Property or part in the Redevelopment Plan. Upon such resale of the Property the proceeds thereof shall be applied as follows:

(i) First, the Grantor shall be reimbursed, on its own behalf or on behalf of the City of Sacramento, California for all costs and expenses incurred by the Grantor, including but not limited to salaries to personnel, in connection with the recapture, management and resale of the Property or part (but less any income derived by the Grantor from the Property in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part (or, in the event the Property is exempt from taxation, assessment or such charges during the period of Grantor's ownership thereof, an amount equal to such taxes, assessments or charges as determined by the assessing official as would have been payable if the Property were not exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part at the time of reverting of title in the Grantor or to discharge or prevent such encumbrances or liens from attaching or being made by any subsequent successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Improvements; and any amounts otherwise owed to the Grantor by the Grantee and its successors or transferees; and

(ii) Second, to the extent possible, the Grantee shall be reimbursed in an amount not to exceed the sum of (1) the Purchase Price paid to the Grantor by the Grantee for the Property (or allocable to the part thereof); (2) the costs incurred for the development of the Property and for the improvements existing on the Property at the time of the reentry and repossession, (3) less any gains or income withdrawn or made by the Grantee from the Property or the Improvements; and

(iii) Third, any balance remaining after such reimbursements shall be retained by the Grantor.

(e) To the extent that this right of reverter involves a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit it is created. This right of reverter shall, however, be

Grant Deed

interpreted in light of the fact that the Grantor is by this deed conveying the Property to the Grantee for development and not for speculation in undeveloped land and that such development is a material element of the consideration received by Grantor for the Property.

5. The Grantee covenants and agrees that:

(a) There shall be no discrimination against or segregation of any person on the basis of race, color, creed, religion, sex, marital status, or national origin in the sale, lease, or rental or in the use or occupancy of the Property hereby conveyed or any part thereof. Grantee covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

(b) All advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include the legend "Equal Opportunity Houser" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Houser" where circumstances require such substitution.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust made in good faith and for value; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. All covenants contained in this Deed shall be covenants running with the land and equitable servitudes thereon. The covenants contained in Paragraphs 3 and 4 of this Deed shall terminate upon issuance of a Certificate of Completion for the Property. Every covenant contained in this Deed not previously terminated shall terminate on June 1, 2003, except that the covenants against discrimination contained in Paragraph 5 of this Grant Deed shall remain in perpetuity.

8. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, its successors and assigns, the City of Sacramento, California, any successor in interest to the Property, the owner of any other land (or of any interest in such land) in Project which is subject to the land use requirements and restrictions of the Redevelopment Plan, and the covenants against discrimination contained in Paragraph 5 shall be binding for the benefit of the Grantor, the City of Sacramento and the United States of America and such covenants shall run in favor of the Grantor, the City of Sacramento and the United States of America, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the City of Sacramento, is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenant, and the City of Sacramento (and the United States of America, in the event of any such breach of the covenants in Paragraph 5), shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach against Grantee, its successors to and assigns of the Property or any part or interest in the Property, any subcontracting party or parties or other transferees under the Disposition and Development Agreement, and any party in possession or occupancy of the Property or any part thereof.

9. Both before and after issuance of a Certificate of Completion, the Grantor and Grantee only shall have the right to mutually consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Deed or to subject the Property to additional covenants, easements, or other restrictions, and Grantor and Grantee may do so without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. Amendments to the Redevelopment Plan applying to other property in the Project shall not require the consent of Grantee by virtue of this Deed.

Grant Deed

4

10. The covenants contained in this Deed shall not be construed as conditions which might result in forfeiture of title, except for the covenant and condition contained in Paragraph 4 of this Grant Deed.

11. Promptly after the issuance of a Certificate of Occupancy from the City of Sacramento Building Department and completion of the Improvements in accordance with the provisions of the construction plans approved pursuant to the Disposition and Development Agreement, the Grantor shall furnish the Grantee with an appropriate instrument (the "Certificate of Completion") certifying such completion and stating that the Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Disposition and Development Agreement and in this Deed obligating the Grantee with respect to the construction of the Improvements and the dates for beginning and completion thereof. If there is upon the Property a mortgage insured or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the said construction plans and are ready for occupancy, then the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the said construction plans, and if the other agreements and covenants in the Disposition and Development Agreement obligating the Grantee in respect to the construction and completion of the Improvements have been fully satisfied, the Grantor shall issue the Certificate of Completion. Such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

With respect to such individual parts or parcels of the Property which, if so provided in the Disposition and Development Agreement, the Grantee may convey or lease as the Improvements thereon are completed, the Grantor shall also, upon proper completion of the Improvements relating to any such part or parcel and prior to such conveyance or lease, issue a Certificate of Completion with regard to such part of parcel. Such certification shall mean and provide (1) that any party purchasing or leasing such individual part or parcel with required authorization shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Disposition and Development Agreement or of this Deed by the Grantee or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with any other of the covenants contained and referred to in this Deed and the Declaration of Restrictions and (ii) the right, remedy or control relates to such default or breach.

The Certificate of Completion shall be in a form acceptable for recordation in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Grantor shall refuse or fail to provide the Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

12. The Grantor certifies that Grantor has complied with all conditions precedent to the valid execution and delivery of this Deed required on its part and that all things necessary to constitute this Deed and its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Deed.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 18th day of March, 1998.

Grant Deed

5 4

GRANTOR:

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

APPROVED AS TO FORM:

By: [Signature]
ANNE M. MOORE
Acting Executive Director

[Signature]
Agency Counsel

Grantee hereby accepts, concurs in and agrees to all the covenants, conditions, easements, reservations and restrictions set forth in this Grant Deed.

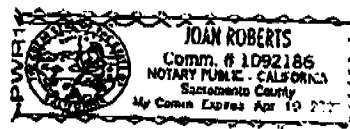
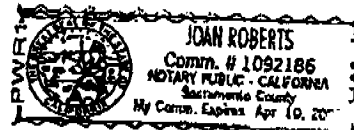
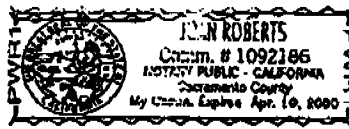
(Douglas L. Mulder)

[Signature]
State of California
County of Sacramento ss.

On Mar. 31, 1998 before me, JOAN ROBERTS, personally appeared ANNE M. MOORE, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State
1055 Rivera Drive, 3417 42nd Street, 3441 42nd Street,
3922 35th Street and 3936 7th Avenue
Grant Deed



Grant Deed

EXHIBIT 1**Legal Description**

That certain real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 12,13,AND 14, BLOCK 29, AS SHOWN ON THE "PLAT OF NORTH SACRAMENTO HEIGHTS" RECORDED IN BOOK 12 OF MAPS, MAP NO. 22, RECORD OF SAID COUNTY EXCEPTING THEREFROM THE NORTH 84 FEET THEREOF.

APN 251-0252-012:

LOT 17, UHL COURT ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON JULY 19, 1911 IN BOOK 12 OF MAPS, MAP NO. 30

APN 014-0215-018:

LOT 14, UHL COURT ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON JULY 19, 1911 IN BOOK 12 OF MAPS, MAP NO. 30

APN 014-0215-015:

LOT 131, AS SHOWN ON THE APLAT OF PALMETTO HEIGHTS@, RECORDED IN BOOK 8 OF MAPS, MAP NO. 42, RECORDS OF SAID COUNTY

APN 020-0053-005:

THE NORTH 120 FEET OF THE EAST 20 FEET OF LOT 91, AND THE NORTH 120 FEET OF THE WEST 20 FEET OF LOT 92, H.J. GOETHE COMPANY=S ADDITION AF@TO SACRAMENTO ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON MARCH 15, 1904, IN BOOK 5 OF MAPS, MAP NO. 36.

APN 014-0173-014:

.Grant Deed

7 4