

Recording Requested By:

Planning & Building Inspection
Department of the County of Monterey

COUNTY OF MONTEREY

MAY 20 8 23 AM '94

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

When Recorded, Mail To:

Planning & Building Inspection
Department of the County of Monterey
Post Office Box 1208
Salinas, California 93902
Attn: Housing Coordinator

R	13
M	1
RF	11
TC	10
T	35

**AGREEMENT IMPOSING RESTRICTIONS
ON REAL PROPERTY
FOR INCLUSIONARY HOUSING**

This agreement is made by and between the County of Monterey ("County") and L. V. TAVERNETTI, JR., and T. KAY TAVERNETTI, husband and wife, VINCENT PAUL TAVERNETTI and AMY MARIE TAVERNETTI PARKINSON ("Developer"), this 15th day of May, 1994.

Whereas, Developer is the owner of the property located in the unincorporated Pine Canyon area of South Monterey County, California, more particularly described in Exhibit "A" attached hereto (the "Subject Property"); and

Whereas, pursuant to the Inclusionary Housing Ordinance of the County, Monterey County Code Chapter 18.40 ("the Ordinance"), which provides for housing opportunities for persons of low or moderate income, the County of Monterey has determined to issue a permit for development of Subject Property into a residential subdivision of

twenty (20) lots known as the Canada de la Paz Subdivision ("the Subdivision"), subject to the conditions imposed by the Ordinance; and

Whereas, the obligation of the Developer under the Ordinance is to provide 1.95 units or lots for low and moderate income households.

Now, therefore, in consideration of the issuance of the development permit, Developer hereby covenants and agrees with the County to the following terms, conditions and restrictions which shall be recorded and shall become an equitable servitude upon the Subject Property, running with the title to the Subject Property and binding upon subsequent owners of the Subject Property.

A. Developer agrees as follows:

1. To provide within the Subject Property, or at such other location as may be approved by the Board of Supervisors of the County, 1.95 or more units or lots for low and moderate income households in accordance with the terms and conditions of this Agreement.

2. Until the obligation provided in sub-paragraph 1 above has been satisfied by the identification of the specific units or lots to fulfill the inclusionary requirement, and the binding commitment of those units or lots to households of low or moderate income, or the approval by the Board of Supervisors of County of an alternative method of compliance with the Ordinance, to withhold from sale two (2) lots in the Subdivision.

B. General Terms and Conditions:

1. All notices required under this agreement shall be sent to the following addresses:

To County:

Planning and Building Inspection Department
of the County of Monterey
Post Office Box 1208
Salinas, California 93902

To Developer:

L. V. Tavernetti, Jr.
Post Office Box 576
King City, CA 93930

Any party may change the address to which notices are to be sent by notifying the other party of the new address.

2. Units or lots designated as the Inclusionary Units or Lots under this agreement shall remain available as inclusionary units for a term of thirty (30) years from May 4, 1993, the date of approval of the subdivision and shall be renewed for the same period each and every time an inclusionary unit is purchased pursuant to the requirements of Monterey County Code Section 18.04.040.F.2.

3. The covenants and conditions herein contained shall apply to and bind the heirs, successors and assigns of all the parties hereto and shall run with the land until May 4, 2023, when all obligations of Developer set forthwith in this agreement shall terminate.

4. As between the County and Developer, Developer is deemed to assume responsibility and liability for, and Developer shall indemnify and hold harmless the County and any and all of its officers, agents, servants or employees from and against any and all claims, loss, damage, charge or expense, whether direct or indirect, to which County or such officers, agents, servants or employees may be put or subjected, by reason of any damage, loss or

injury of any kind or nature whether to person or property caused by or resulting from or in connection with any negligent act or action, or any neglect, omission or failure to act when under a duty to act, on the part of Developer or any of his officers, agents, servants, employees or subcontractors in his or their performance hereunder.

5. Violation of this agreement may be remedied by appropriate administrative and legal proceedings and penalties as prescribed in the Monterey County Code as it may be amended from time to time.

6. This agreement constitutes the entire agreement between the parties relative to the Ordinance and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

D. Termination:

Except as specifically provided herein and in Monterey County Code Section 18.40.040.F.2 (1993), this agreement shall remain in full force and effect for thirty (30) years from the effective date of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be entered into as of the day and year first above written.

THE COUNTY OF MONTEREY

APPROVED AS
TO FORM

MAY 16 1994
J.R. Ramos
J.R. RAMOS
SENIOR DEPUTY COUNTY COUNSEL

By Robert F. Slimmon, Jr.
Robert F. Slimmon, Jr., Director
of Planning and Building Inspection
Department

"County"

[Signature]
L. V. Tavernetti, Jr.

[Signature]
T. Kay Tavernetti

[Signature]
Vincent Paul Tavernetti

[Signature]
Amy Marie Tavernetti Parkinson

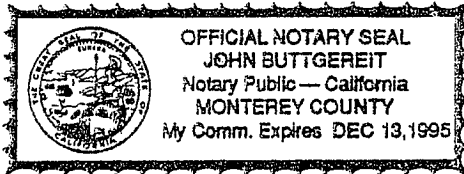
"Developer"

STATE OF CALIFORNIA)
) SS
COUNTY OF MONTEREY)

On this 13th day of MAY, 1994, before me, the undersigned, personally appeared L. V. Tavernetti, Jr., T. Kay Tavernetti, Vincent Paul Tavernetti and Amy Marie Tavernetti Parkinson, personally known to me or 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.

Witness my hand and official seal.

[Signature]
Notary Public in and for the
State of California



STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this ___ day of ~~August, 1993~~, before me, the undersigned, personally appeared ROBERT E. SLIMMON, JR., personally known to me or 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.

Witness my hand and official seal.

Notary Public in and for the
State of California

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this ___ day of ~~August, 1993~~, before me, the undersigned, personally appeared

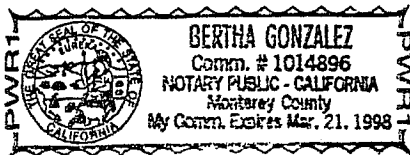
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 519

State of California
County of Monterey

On 5-17-94 before me, Bertha Gonzalez, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Robert Slimmon, Jr., Director,
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Bertha Gonzalez
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL
 CORPORATE OFFICER(S)

TITLE(S)
 PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Monterey County

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Agreement - Restrictions - Incl. Hous.

NUMBER OF PAGES 11 DATE OF DOCUMENT 5-17-94

SIGNER(S) OTHER THAN NAMED ABOVE Tavernetti (4 signatures)

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

Order No. 136004-KH

LEGAL DESCRIPTION:PARCEL I

THE NORTHEAST QUARTER OF NORTHEAST QUARTER (NE 1/4 OF NE 1/4) OF SECTION 23 IN TOWNSHIP 20 SOUTH, RANGE 7 EAST OF MOUNT DIABLO BASE AND MERIDIAN. APN #420-063-041

PARCEL II

NORTHWEST QUARTER OF NORTHEAST QUARTER (NW 1/4 OF NE 1/4);
SOUTHEAST QUARTER OF NORTHEAST QUARTER (SE 1/4 OF NE 1/4);
SOUTHWEST QUARTER OF NORTHEAST QUARTER (SW 1/4 OF NE 1/4); OF SECTION 23; APN #420-063-042

EXCEPTING AN UNDIVIDED ONE-THIRD (1/3) INTEREST IN AND TO MINERALS, OIL, PETROLEUM AND GAS IN SAID LAND, AND THE RIGHT AT ALL TIMES TO ENTER UPON THE ABOVE DESCRIBED LAND TO BORE WELLS AND MAKE EXCAVATIONS AND TO REMOVE THE MINERALS, OIL, PETROLEUM AND GAS FOUND THEREON, AS RESERVED IN THE DEED FROM HAZEL MILDRED DILLON SCHWARTZ TO TOM PETTITT, ET UX, DATED DECEMBER 1, 1927 AND RECORDED IN VOLUME 130 OFFICIAL RECORDS AT PAGE 444, MONTEREY COUNTY RECORDS, AN AS CORRECTED BY THAT CERTAIN INSTRUMENT RECORDED MAY 17, 1946 IN BOOK 909 OF OFFICIAL RECORDS, AT PAGE 119.

ALSO EXCEPTING AN UNDIVIDED ONE-THIRD (1/3) INTEREST IN AND TO ROCK MINERALS, OIL, PETROLEUM AND GAS IN SAID LAND, AND THE RIGHT AT ALL TIMES TO ENTER UPON THE ABOVE DESCRIBED LAND TO BORE WELLS AND MAKE EXCAVATIONS AND TO REMOVE THE MINERALS, OIL, PETROLEUM AND ROCK FOUND THEREON, AS RESERVED IN THE DEED BY BEATRIX DILLON MURPHY AND R.R. MURPHY, HER HUSBAND TO TOM PETTITT, ET UX, DATED JANUARY 28, 1928 AND RECORDED FEBRUARY 7, 1928 IN VOLUME 139 OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 398, AND AS CORRECTED BY THAT CERTAIN INSTRUMENT RECORDED MAY 17, 1946 IN BOOK 909 OF OFFICIAL RECORDS, AT PAGE 123.

PARCEL III

NORTHWEST QUARTER (NW 1/4) OF SECTION 23; IN TOWNSHIP 20 SOUTH, RANGE 7 EAST, OF MOUNT DIABLO BASE AND MERIDIAN. APN #420-063-036

EXCEPTING AN UNDIVIDED ONE-THIRD (1/3) INTEREST IN AND TO ALL MINERALS, OIL, PETROLEUM AND GAS IN SAID LAND, AND THE RIGHT AT ALL TIMES TO ENTER UPON THE ABOVE DESCRIBED LAND TO BORE WELLS AND MAKE EXCAVATIONS AND TO REMOVE THE MINERALS, OIL, PETROLEUM AND GAS FOUND THEREON, AS RESERVED IN THE DEED FROM HAZEL MILDRED DILLON SCHWARTZ TO TOM PETTITT, ET UX, DATED DECEMBER 1, 1927 AND RECORDED IN VOLUME 130 OFFICIAL RECORDS AT PAGE 444, MONTEREY COUNTY RECORDS, AND AS CORRECTED BY THAT CERTAIN INSTRUMENT RECORDED MAY 17, 1946 IN BOOK 909 OF OFFICIAL RECORDS, AT PAGE 119.

Order No. 136004-KH

LEGAL DESCRIPTION -- PAGE 2:

ALSO EXCEPTING AN UNDIVIDED ONE-THIRD (1/3) INTEREST IN AND TO ROCK MINERALS, OIL, PETROLEUM AND GAS IN SAID LAND, AND THE RIGHT AT ALL TIMES TO ENTER UPON THE ABOVE DESCRIBED LAND TO BORE WELLS AND MAKE EXCAVATIONS AND TO REMOVE THE MINERALS, OIL, PETROLEUM AND ROCK FOUND THEREON, AS RESERVED IN THE DEED FROM BEATRIX DILLON MURPHY AND R.R. MURPHY, HER HUSBAND, TO TOM PETTITT, ET UX, DATED JANUARY 28, 1928 AND RECORDED FEBRUARY 7, 1928 IN VOLUME 139 OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 398, AND AS CORRECTED BY THAT CERTAIN INSTRUMENT RECORDED MAY 17, 1946 IN BOOK 909 OF OFFICIAL RECORDS, AT PAGE 123.

PARCEL IV

SOUTH HALF OF SOUTH HALF (S 1/2 OF S 1/2) OF SECTION 15; AND NORTHEAST QUARTER (NE 1/4); NORTHEAST QUARTER OF SOUTHEAST QUARTER (NE 1/4 OF SE 1/4); AND NORTHEAST QUARTER OF NORTHWEST QUARTER (NE 1/4 OF NW 1/4) OF SECTION 22; ALL IN TOWNSHIP SOUTH, RANGE 7 EAST OF MOUNT DIABLO BASE AND MERIDIAN. APN #420-063-033

EXCEPTING AND RESERVING FROM PARCEL 1, ALL THE COAL AND OTHER MINERALS IN THE LAND SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT OF PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS RECITED IN THE PATENT RECORDED IN BOOK 334 OF OFFICIAL RECORDS AT PAGE 344.

PARCEL V

WEST HALF OF NORTHWEST QUARTER (W 1/2 OF NW 1/4); AND SOUTHEAST QUARTER OF NORTHWEST QUARTER (SE 1/4 OF NW 1/4) OF SECTION 22, ALL IN TOWNSHIP 20 SOUTH, RANGE 7 EAST OF MOUNT DIABLO BASE AND MERIDIAN. APN #420-063-034

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED BY PETTITT LANDS INC., A CORPORATION, TO ZWONEMERE J. MUZINICH AND HELEN MUZINICH, HIS WIFE, AS JOINT TENANTS, BY DEED DATED APRIL 27, 1956 AND RECORDED JUNE 11, 1956 IN VOLUME 1713 OFFICIAL RECORDS AT PAGE 461, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING AND RESERVING FROM SAID PARCEL, TO THE UNITED STATES FROM ALL THE ABOVE, ALL THE COAL AND OTHER MINERALS IN SAID LANDS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862) AS RECITED IN THAT CERTAIN PATENTS RECORDED IN BOOK 407 OF OFFICIAL RECORDS AT PAGE 462.

PARCEL VI

NORTHEAST QUARTER OF SOUTHWEST QUARTER (NE 1/4 OF SW 1/4); NORTHWEST QUARTER OF SOUTHEAST QUARTER (NW 1/4 OF SE 1/4); OF SECTION 22, ALL IN TOWNSHIP 20 SOUTH, RANGE 7 EAST OF MOUNT DIABLO BASE AND MERIDIAN. APN #420-063-035

Order No. 136004-KH

LEGAL DESCRIPTION -- PAGE 3:

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED BY PETTITT LANDS INC., A CORPORATION, TO ZWONEMERE J. MUZINICH AND HELEN MUZINICH, HIS WIFE, AS JOINT TENANTS, BY DEED DATED APRIL 27, 1956 AND RECORDED JUNE 11, 1956 IN VOLUME 1713 OFFICIAL RECORDS AT PAGE 461, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING AND RESERVING FROM SAID PARCEL TO THE UNITED STATES FROM ALL THE ABOVE, ALL THE COAL AND OTHER MINERALS IN SAID LANDS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862) AS RECITED IN THAT CERTAIN PATENTS RECORDED IN BOOK 105 OF OFFICIAL RECORDS, AT PAGE 129.

PARCEL VII

A NON-EXCLUSIVE RIGHT OF WAY FOR ROADWAY AND UTILITY PURPOSES ACROSS A PORTION OF U.S. LOT 2, SECTION 18, TOWNSHIP 20 SOUTH, RANGE 8 EAST MDM AND ACROSS THAT 92.27 ACRE TRACT OF LAND IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 7 EAST, MDM SHOWN ON THAT MAP FILED IN VOLUME 13 OF SURVEYS AT PAGE 22, OFFICIAL RECORDS OF MONTEREY COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF A LINE BEGINNING AT A POINT FROM WHICH THE NORTHEASTERLY TERMINUS OF THE COURSE SHOWN AS S. 32° 49' W., 231.53 FEET ON THE ABOVE MENTIONED MAPS BEARS N. 32° 49' E., 185.57 FEET, SAID POINT BEING THE TERMINUS OF THE CENTERLINE OF THAT STRIP OF LAND SHOWN AS PARCEL "A" AND AS PRIVATE ROAD R/W & P.U.E. ON THAT MAP FILED IN VOLUME 8 OF CITIES AND TOWNS, AT PAGE 96, OFFICIAL RECORDS OF MONTEREY COUNTY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING.

- (1) S. 62° 18' 20" W., 270.75 FEET TO A POINT; THENCE.
- (2) S. 35° 24' 25" W., 134.09 FEET TO A POINT; THENCE
- (3) S. 31° 22' 35" W., 471.44 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE ABOVE MENTIONED 92.27 ACRE TRACT OF LAND FROM WHICH POINT AN IRON PIPE MONUMENT BEARS N. 71° 52' 35" W., 325.03 FEET.

PARCEL VIII

A NON-EXCLUSIVE RIGHT OF WAY FOR ROAD PURPOSES, RESERVING, HOWEVER, THE RIGHT TO DEDICATE THE SAME TO PUBLIC USE, OVER THAT CERTAIN "PARCEL A", AS SHOWN AND SO DESIGNATED ON THE MAP FILED FOR RECORD SEPTEMBER 15, 1966 IN VOLUME 8, CITIES AND TOWNS, AT PAGE 96, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

EXCEPTING FROM PARCEL I ABOVE, 1/2 OF ALL MINERAL, OIL, GAS AND OTHER HYDROCARBON, AS RESERVED IN THE DEED FROM THOMAS H. PETTITT, ET AL AND RECORDED JUNE 25, 1982 IN REEL 1561 O.R. PAGE 708.

Order No. 136004-KH

LEGAL DESCRIPTION -- PAGE 4:

ALSO EXCEPTING FROM PARCELS II AND III, 1/6TH OF ALL MINERAL, OIL, GAS AND OTHER HYDROCARBON, AS RESERVED IN THE DEED FROM THOMAS H. PETTITT, ET AL, AND RECORDED JUNE 25, 1982 IN REEL 1561 O.R. PAGES 718 AND 724.

ALSO EXCEPTING FROM PARCELS IV, V AND VI, 1/2 OF ALL MINERAL, OIL, GAS AND OTHER HYDROCARBON, AS RESERVED IN THE DEED FROM THOMAS H. PETTITT, ET AL AND RECORDED JUNE 25, 1982 IN REEL 1561 O.R. PAGES 730, 736 AND 742.

END OF DOCUMENT