

Recording Requested By  
And  
When Recorded Return To:

County of Monterey  
County Administrative Office  
Housing and Economic Development  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 139-361-016-000  
18368 Fieldcrest Lane, Salinas, CA 93908

**AMENDMENT NO. 2 to  
INCLUSIONARY HOUSING AGREEMENT:  
(Option to Purchase Real Property)**

**THIS AMENDMENT NO. 2** to Agreement: INCLUSIONARY HOUSING AGREEMENT (Option to Purchase Real Property) is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Gabriella M. Perez, Trustee of The Gabriella M. Perez 2019 Revocable Trust, hereinafter referred to as "OWNER", and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the County and **Gabriele Gerardi, an unmarried woman (now known as Gabriella M. Perez)** have heretofore entered into an Agreement: *INCLUSIONARY HOUSING AGREEMENT (Option to Purchase Real Property)* ("Agreement"), recorded on December 3, 1997, as Document No.9771590, filed in the Office of the Recorder of the County of Monterey, with respect to that certain real property described in EXHIBIT A attached hereto and incorporated by reference; and

**WHEREAS**, on April 26, 2011, and July 12, 2011, the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program which are not retroactive; and

**WHEREAS**, the parties wish to amend the Inclusionary Housing Agreement (Option to Purchase Real Property) to incorporate the program revisions pertaining to transfer of interest of the property to a Revocable Living Trust.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. **Permissible Transfer:** In addition to those permitted transfers described in the Agreement, the County's "OPTION" as defined in the Agreement shall not apply to the transfer or conveyance of the Property into a revocable living trust where Owner is a Trustor, provided:
  - a. Owner obtains the consent of the County's designee;
  - b. The Trust document, and any Successor Trustee, specifically acknowledges and affirms the existence of restrictions on the use and disposition of the Unit including, but not

- limited to, the obligation to sell the Unit to an Eligible Purchaser at no more than the Maximum Resale Value, as those terms are described in the Agreement;
- c. The Deed conveying the Unit into the Trust also specifically acknowledges and affirms the existence of restrictions on the resale of the Property and references the Agreement; and
  - d. Owner agrees to cooperate and respond promptly to any County requests to owner for owner certification and monitoring.
2. **Recordation:** Upon execution of this Amendment No. 2 by all parties, Owner shall cause this Amendment No. 2 to the Inclusionary Housing Agreement (Option to Purchase Real Property) to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Housing and Economic Development Division (formerly known as the Redevelopment and Housing Office).
  3. **Inclusionary Housing Agreement to Remain in Effect.** Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement (Option to Purchase Real Property) and Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed the Amendment No.2 on the day and year first written below.

**COUNTY OF MONTEREY**

**OWNER**

By: \_\_\_\_\_  
Anastacia Wyatt, Housing Program Manager

\_\_\_\_\_  
Gabriella M. Perez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Robert I. Brayer, Deputy County Counsel

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.

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) SS.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

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**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) SS.  
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**EXHIBIT A  
LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

**PARCEL I:**

LOT 16 AS SAID LOT IS SHOWN AND DESIGNATED ON THAT MAP ENTITLED, "TRACT NO. 1266, LAS PALMAS RANCH, PHASE II, UNIT III", FIIBD.FOR RECORD SEPTEMBER 19, 1996 IN: VOLUME 19, CITIES AND TOWNS, AT PAGE 30, MONTEREY COUNTY RECORDS. AMENDED BY A CERTIFICATE OF CORRECTION RECORDED JUNE 16, 1997 IN REEL 3531; PAGE 1288, OFFICIAL RECORDS.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT ON, OVER, UNDER AND ACROSS THE "MASTER COMMON AREA" AS DEFINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAS PALMAS RANCH NO. 2 RECORDED SEPTEMBER 26, 1995 IN REEL 3279, PAGE 1412, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AS AMENDED AND RESTATED BY DOCUMENT RECORDED DECEMBER 27, 1995 IN REEL 3316, PAGE 1339, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA ("MASTER DECLARATION"), FOR THE PURPOSES DESCRIBED IN THE MASTER DECLARATION AND SUBJECT TO THE TERMS, PROVISIONS AND RESERVATIONS OF THE MASTER DECLARATION.

THIS EASEMENT IS APPURTENANT TO PARCEL I ABOVE AND SHALL BECOME EFFECTIVE AS TO EACH LOT WITHIN THE MASTER COMMON AREA UPON THE LATER TO OCCUR OF (i) THE RECORDATION OF THIS DEED OR (ii) THE CONVEYANCE OF RECORD OF THE LOT WITHIN THE MASTER COMMON AREA TO THE MASTER ASSOCIATION.

**PARCEL III:**

A NON-EXCLUSIVE EASEMENT ON, OVER, UNDER AND ACROSS THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIELDCREST AT LAS PALMAS RANCH RECORDED SEPTEMBER 26, 1995 IN REEL 3279, PAGE 1447, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA ("FIELDCREST DECLARATION"), FOR THE PURPOSES DESCRIBED IN THE FIELDCREST DECLARATION AND SUBJECT TO THE TERMS, PROVISIONS AND RESERVATIONS OF THE FIELDCREST DECLARATION. THIS EASEMENT IS APPURTENANT TO PARCEL I ABOVE AND SHALL BECOME EFFECTIVE AS TO EACH LOT WITHIN THE MASTER COMMON AREA UPON THE LATER TO OCCUR OF (i) THE RECORDATION OF THIS DEED OR (ii) THE CONVEYANCE OF RECORD OF THE LOT WITHIN THE MASTER COMMON AREA TO THE MASTER ASSOCIATION.

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