

Recorded at the request of
and when recorded return to:

County of Monterey
RMA-Administrative Services
Attn Real Property
1441 Schilling Place South F12
Salinas CA 93901-4527
t

**No fee for recording pursuant to
CA Government Code Section 27383**

Above Space for Recorder's Use

DEED RESTRICTION AND COVENANT

This DEED RESTRICTION AND COVENANT is made as of the date designated below by the County of Monterey, a political subdivision of the State of California ("County") with reference to the following facts and circumstances:

- A. County is the owner in fee of that certain real property (Assessor's Parcel Numbers: (012-192-008, 012-192-009, 012-691-001, 012-691-002 and 012-691-003) particularly described in **Exhibit "A"** attached hereto and made a part hereof, situated in Monterey County, California ("the Property").
- B. On _____ the County executed a ten year Lease Agreement with Community Human Services, a 501(c)(3) non-profit corporation for the County's 4,500 square foot modular building located at 1292 Olympia Avenue, Seaside, California to be used as the Monterey Peninsula Year-Round Homeless Shelter, rent free, Pursuant to Section 26277 of the California Government Code. The Lease term is to commence on or about June 1, 2021 or upon completion of CHS specified improvements to the Property, whichever is sooner.
- C. On _____ Coalition of Homeless Services Providers executed a Subrecipient Grant Funding Agreement with CHS to undertake activities under the Homeless Emergency Aid Program ("HEAP") as approved by the California Business Services and Housing Agency, Homeless Coordinating and Financing Council. This Subrecipient Agreement is subject to a deed restriction committing the County to utilize the Property for the approved HEAP-contracted activity for a ten (10) year duration.
- D. County affirms its commitment to combating homelessness and creating or augmenting a continuum of shelter and services options for those living without shelter in our communities of Monterey County.

NOW THEREFORE, the County hereby has created the following restrictions on the use of the Property, to be attached to and become a part of the deed to the Property, and for itself, its heirs, assigns, and successors in interest, County hereby covenants and agrees as set forth below:

A. COVENANT

The Property shall remain available for activities under HEAP as approved by the California Business Services and Housing Agency, Homeless Coordinating and Financing Council for a duration of ten (10) years following the date of issuance of the certificate of occupancy by the City of Seaside Building and Planning Division for Community Human Services' construction of the Monterey Peninsula Year-Round Homeless Shelter located at 1292 Olympia Avenue, Seaside, California.

B. COVENANT RUNNING WITH THE LAND

This Deed Restriction and Covenant shall run with the land, burden the Property and bind all successors in title to the Property, provided, however that on completion of the ten (10) year duration as stated above, said restrictions and covenant shall expire.

C. ENFORCEMENT

County, and/or any member of the public or group or organization thereof, may seek to enforce this Deed Restriction and Covenant.

IN WITNESS WHEREOF, the County hereto have caused this DEED RESTRICTION AND COVENANT to be executed this ____ day of _____, 2019.

County
County of Monterey

By: _____
Carl P. Holm, AICP,
Resource Management Agency, Director

Approved as to Form (Office of County Counsel)
Charles J. Mckee, County Counsel-Risk Manager

By: _____
Mary Grace Perry, 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.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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.

Name: _____

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY
