# Attachment C



Recording Requested By And When Recorded, Return To:

County of Monterey Housing & Redevelopment Agency 29 Bishop Street, Suite 203 Pajaro, CA 95076 Stephen L. Vagnini Monterey County Recorder Recorded at the request of CRLUPE 4/22/2005 9:46:18

**County of Monterey** 

DOCUMENT: 2005039859



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#### **EXHIBIT G**

Agreement Containing Covenants Affecting Housing: Kents Court

#### EXHIBIT G

## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

FREE RECORDING REQUESTED (Govt. Code Section 6103)

The Redevelopment Agency of the County of Monterey, California 29 Bishop Street Pajaro, California 95076 Attn: Program Manager

#### AGREEMENT CONTAINING COVENANTS AFFECTING HOUSING

(Kents Court)

THIS AGREEMENT ("Agreement Containing Covenants") is entered into as of Muel 15, 2005, by and between SOUTH COUNTY HOUSING CORPORATION, a California nonprofit corporation (the "Developer"), and THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, CALIFORNIA, a public body, corporate and politic ("Agency").

WHEREAS, Agency is the owner of fee title to that certain real property (the "Site") located in the County of Monterey more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Agency and Developer have entered into a Lease of the Site (the "Lease") for the purposes of developing affordable housing for persons and households of Low- and Very Low-Income, with a priority for households who have been or will be temporarily displaced because of actions by the Agency, Developer and/or the County of Monterey, as more specifically described in that Disposition and Development Agreement (the "DDA") between the Agency and the Developer relating to the Site, dated Muller (5005; and

WHEREAS, the DDA contemplates the development of the temporary affordable housing through the acquisition of manufactured housing units which may be installed (and subsequently removed) from the Site (the "Housing Units"); and

WHEREAS, the DDA contains certain provisions relating to the use of the Site both before and after completion of such development, with respect to which the parties have agreed to execute and record this Agreement Containing Covenants;

NOW, THEREFORE, AGENCY AND DEVELOPER COVENANT AND AGREE AS FOLLOWS:

1. The Developer covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof) that for the term of the Lease, the

Developer, such successors, and such assigns shall devote the Site (or any part thereof), to the uses specified therefor in the DDA, the plans approved pursuant to the DDA, and devote the Housing Units to the restrictions contained in this Agreement Containing Covenants attached to the DDA as Exhibit G, (collectively, the "Restrictions") and incorporated herein by this reference. That is, the Housing Units installed on the Site as part of the DDA, and wherever such Housing Units may be subsequently located, shall be used to provide affordable rental units for Low- and Very Low Income households, pursuant to the Community Redevelopment Law (Health & Safety Code §§ 33000, et seq.).

- 2. Developer further covenants and agrees that the Restrictions shall apply to the Housing Units acquired as part of the DDA for a period of fifty-five (55) years, whether or not such units are removed from the Site.
- 3. Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that for so long as required by the DDA, the Site shall be maintained and managed in accordance with written Operating Agreement (the "Operating Agreement"), attached to the DDA as Exhibit H. Any change in the Plan shall require the approval of the Agency or Agency designee.
- 5. Developer shall submit to Agency an annual report (the "Annual Housing Report") required by Health and Safety Code Section 33418. The Annual Housing Report shall include for each unit the rental rate and the income and household size of the occupants. The income information shall be supplied by the tenant in a certified statement on a form provided by Agency. Developer shall submit the Annual Housing Report on or before the end of the first calendar quarter of the year following the year covered by the Annual Housing Report. Developer shall provide for the submission of such information in its leases with tenants of the Housing Units.
- 6. Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that there shall be no unlawful discrimination against or segregation of any person, or group of persons, on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or Housing Unit acquired pursuant to the DDA, nor shall the Developer itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or Housing Unit.

- 7. The Developer shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Site (or any part thereof) or Housing Unit on the basis of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or in retaliation for having filed a discrimination complaint. All such deeds, leases or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- (a) "The grantee herein covenants by and for himself/herself, his/her heirs, executors, administrators and assigns, and all persons claiming under or through him/her, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- (b) In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint, in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, or occupancy of tenants, lessees, sublessees, tenants or vendees in the land herein leased."
- (c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land and/or manufactured housing unit."
- 8. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Agency shall be deemed a beneficiary of the covenants and agreements

provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Agency, and such covenants shall run in favor of Agency for the entire period during which such covenants shall be in force and effect, without regard to whether Agency is or remains an owner of any land or interest therein to which such covenants relate. Agency shall have the right, in the event of any breach of any such covenant or agreement, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement.

- 9. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement Containing Covenants shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the DDA, provided, however, that any subsequent owner of the Housing Units 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.
- 10. Only the Agency, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the title to the Housing Units shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Agreement Containing Covenants, or to subject the Site and/or Housing Units acquired pursuant to the DDA to additional covenants, easements or other restrictions. Agency, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the title to the Site shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Agreement Containing Covenants or to subject the Site to additional covenants, easements, or other restrictions 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 Site.
- The covenants established in this Agreement Containing Covenants, shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Housing Units or any part thereof for the benefit and in favor of the Agency, its successors and assigns. Except as set forth below, the covenants contained in this Agreement shall affect only the Housing Units and shall remain in effect for not less than fifty-five (55) years from the date of this Agreement Containing Covenants. The covenants against discrimination (as described in Paragraphs 6 and 7) shall remain in perpetuity.

Containing Covenants.

Date: 17 May 05

APPROVED AS TO FORM:

Deputy County Counsel

Dated: 3/14/05

THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, CALIFORNIA

BV: IN Kudi

Name W.B. Lindey

Title Chair

MONTEREY COUNTY BOARD OF SUPERVISORS

By: W.B. "Butch" Lindley, Chair

SOUTH COUNTY HOUSING ORPORATION, a California nonprofit public benefit corporation

By: / fpm for

CERTIFICATE OF ACKNOWLEDGMENT
State of California ss.

County of Santa Clara

On March 10, 2005 before me, Erika Torres, personally appeared Dennis Lalor 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.

ERIKA TORRES Comm # 1441081 NOTARY SIGNATURE

NOTARY SIGNATURE

NOTARY SIGNATURE

NOTARY SEAL

# EXHIBIT A LEGAL DESCRIPTION KENTS COURT PROPERTIES

APN: 117-281-001

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MONTEREY, IN AN UNINCORPORATED AREA AND IS DESCRIBED AS FOLLOWS:

LOTS NUMBERED 5, 6 AND 7, AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF O'BRIENS SUBDIVISION, PAJARO", FILED MARCH 8, 1911 IN VOLUME 2 OF MAPS, "CITIES AND TOWNS", AT PAGE 27, MONTEREY COUNTY RECORDS.

APN: 117-281-002

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MONTEREY, IN AN UNINCORPORATED AREA AND IS DESCRIBED AS FOLLOWS:

LOTS 2, 3 AND 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED, MAP OF "O'BRIENS SUBDIVISION, PAJARO", FILED FOR RECORD MARCH 8, 1911 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 2 OF MAPS, "CITIES AND TOWNS", AT PAGE 27.

APN: 117-281-017

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MONTEREY, IN AN UNINCORPORATED AREA AND IS DESCRIBED AS FOLLOWS:

LOTS NUMBERED 8 AND 9, AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "O'BRIENS SUBDIVISION, PAJARO", FILED FOR RECORD MARCH 8, 1911 IN VOLUME 2 OF MAPS, "CITIES AND TOWNS", AT PAGE 27, MONTEREY COUNTY RECORDS.

EXCEPTING ½ INTEREST IN MINERAL RIGHTS AS SET FORTH IN THE DEED FROM GORDON M. EHRMAN AND BEVERLY H. EHRMAN, HIS WIFE TO ADOLFO GUZMAN AND MARIA GUZMAN, HIS WIFE, AS JOINT TENANTS, DATED OCTOBER 8, 1969 AND RECORDED OCTOBER 24, 1969 IN REEL 626 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 687.

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## <u>LEGAL DESCRIPTION</u> KENTS COURT PROPERTIES, CONTINUED

APN: 117-281-005 AND 006

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MONTEREY, IN AN UNINCORPORATED AREA AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THAT CERTAIN PARCEL OF LAND DESIGNATED AS "OLIVER" ON THAT CERTAIN MAP ENTITLED "O'BRIENS SUBDIVISION", FILED MARCH 8, 1911 IN VOLUME 2 OF CITIES AND TOWNS, AT PAGE 27, RECORDS OF MONTEREY COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF RAILROAD AVENUE (80 FEET WIDE), FROM WHICH THE SOUTHEAST CORNER OF LOT 1 OF O'BRIENS SUBDIVISION BEARS ALONG SAID AVENUE LINE S. 76° 56' W., 73.8 FEET AND A ½" DIAMETER IRON PIPE BEARS S. 76° 56' W., 0.2 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE EASTERLY BOUNDARY OF LOT 13 OF SAID SUBDIVISION TO AND ALONG THE EASTERLY BOUNDARY OF LOT 12 OF SAID SUBDIVISION.

- (1) N. 13° W., 155.25 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF LOT 11 OF SAID SUBDIVISION, FROM WHICH A 2" DIAMETER IRON PIPE, TOP 6" UNDERGROUND, BEARS N. 13° W., O.75 FEET AND S. 76° 56' W., O.2 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 11
- (2) N. 76° 56' E., 47.4 FEET TO A POINT IN THE LINE COMMON TO SAID O'BRIENS SUBDIVISION AND THAT CERTAIN 23.78 ACRE TRACT OF LAND CONVEYED TO PETER VUCOVICH, ET AL BY DEED DATED APRIL 24, 1943 AND RECORDED IN VOLUME 791 OF OFFICIAL RECORDS AT PAGE 406, RECORDS OF MONTEREY COUNTY, FROM WHICH POINT A 2" DIAMETER IRON PIPE, TOP 8" UNDERGROUND BEARS N. 13° W., 0.75 FEET; THENCE LEAVE LAST MENTIONED BOUNDARY AND RUNNING ALONG SAID COMMON LINE CONVEYED TO NELLIE C. STREIG, BY DEED DATED MAY 27, 1924 AND RECORDED IN VOLUME 37 OF OFFICIAL RECORDS, AT PAGE 426, RECORDS OF MONTEREY COUNTY

Page 2 of 4

#### <u>LEGAL DESCRIPTION</u> KENTS COURT PROPERTIES, CONTINUED

- (3) S. 13° E., 155.25 FEET TO A ¾" DIAMETER IRON PIPE SET AT A FENCE CORNER IN SAID NORTHERLY LINE OF RAILROAD AVENUE, FROM WHICH A 1" DIAMETER STEEL BAR STANDING AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS ALONG SAID AVENUE LINE N. 76° 56' E., 50.0 FEET; THENCE ALONG SAID AVENUE LINE
- (4) S. 76° 56' W., 47.4 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ½ INTEREST IN MINERAL RIGHTS AS SET FORTH IN THE DEED FROM GORDON M. EHRMAN, ET UX., RECORDED OCTOBER 24, 1969 IN REEL 626 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 687.

#### PARCEL 2:

LOTS 11, 12 AND 13, AS SAID LOTS ARE SHOWN ON MAP ENTITLED, "MAP OF O'BRIENS SUBDIVISION, PAJARO, MONTEREY COUNTY, CALIF., C.B. LEWIS, C.E., AUG. 1910" FILED FOR RECORD MARCH 8, 1911 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 2 OF MAPS, "CITIES AND TOWNS", AT PAGE 27.

## LEGAL DESCRIPTION KENTS COURT PROPERTIES, CONTINUED

APN: 117-281-003

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MONTEREY, IN AN UNINCORPORATED AREA AND IS DESCRIBED AS FOLLOWS:

BEING A PART OF THE RANCHO BOLSA DE SAN CAYETANO AND BEING ALSO A PORTION OF LOT 1 OF THE O'BRIENS SUBDIVISION AS SAID LOT 1 IS SHOWN AND DELINEATED ON A MAP ENTITLED. "OBRIENS' SUBDIVISION", PAJARO, MONTEREY COUNTY, FILED AT THE REQUEST OF WM. O'BRIEN ON MARCH 8, 1911 IN BOOK 2, MAPS OF CITIES AND TOWNS. AT PAGE 27, RECORDS OF MONTEREY COUNTY, CALIFORNIA, AND BEGINNING AT THE INTERESECTION OF THE WESTERN BOUNDARY OF SAID LOT 1 WITH THE PRESENT NORTHWESTERN SIDE OF RAILROAD AVENUE, THE SOUTHWESTERN CORNER OF SAID LOT 1 BEARS S. 2° 29' E., 0.73 FEET DISTANT: RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERN BOUNDARY OF LOT 1. N. 2° 29' W., 126.44 FEET TO THE SOUTHWESTERN COURNER OF LOT 2; THENCE ALONG THE BOUNDARY OF LOT 2, N. 83° 41' E., 84.00 FEET TO THE SOUTHWESTERN SIDE OF KENTS COURT: THENCE ALONG THE SOUTHWESTERN SIDE OF SAID COURT, S. 8° 44' E., 35.39 FEET; THENCE LEAVING SAID COURT, S. 78° 50' W., 56.64 FEET; THENCE S. 14° 12' E., 81.00 FEET TO THE NORTHWESTERN SIDE OF THE PRESENT RAILROAD AVENUE AND THENCE ALONG THE PRESENT NORTHWESTERN SIDE OF RAILROAD AVENUE, S. 76° 56' W., 49.00 FEET TO THE PLACE OF BEGINNING.

## Exhibit B

## **INCOME LIMITS**

**Number of Persons in Household** 

County	Number of Persons in Household									
	Income Category	1	2	3	4	5	6	7	8	
os Angeles County	Extremely Low	13,750	15,700	17,700	19,650	21,200	22,800	24,350	25,950	
Area Median Income:	Very Low Income	22,950	26,200	29,500	32,750	35,350	38,000	40,600	43,250	
55,100	Lower Income	36,700	41,900	47,150	52,400	56,600	60,800	65,000	69,150	
	Median Income	38,550	44,100	49,600	55,100	59,500	63,900	68,300	72,750	
	Moderate Income	46,250	52,900	59,500	66,100	71,400	76,700	81,950	87,250	
ladera County	Extremely Low	10,300	11,800	13,250	14,750	15,900	17,100	18,250	19,450	
Area Median Income:	Very Low Income	17,200	19,650	22,100	24,550	26,500	28,500	30,450	32,400	
49,100	Lower Income	27,500	31,400	35,350	39,300	42,400	45,550	48,700	51,850	
			39,300		-					
	Median Income Moderate Income	34,350 41,250	47,100	<b>44,200</b> 53,000	49,100 58,900	53,050 63,600	56,950 68,300	60,900 73,050	64,800 77,750	
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Marin County	Extremely Low	23,750	27,150	30,550	33,950	36,650	39,350	42,050	44,800	
Area Median Income:	Very Low Income	39,600	45,250	50,900	56,550	61,050	65,600	70,100	74,650	
95,000	Lower Income	63,350	72,400	81,450	90,500	97,700	104,950	112,200	119,450	
	Median Income	66,500	76,000	85,500	95,000	102,600	110,200	117,800	125,400	
	Moderate Income	79,800	91,200	102,600	114,000	123,100	132,250	141,350	150,500	
Mariposa County	Extremely Low	10,550	12,050	13,550	15,050	16,250	17,450	18,650	19,900	
Area Median Income:	Very Low Income	17,550	20,100	22,600	25,100	27,100	29,100	31,100	33,150	
50,200	Lower Income	28,100	32,150	36,150	40,150	43,350	46,600	49,800	53,000	
	Median Income	35,150	40,150	45,200	50,200	54,200	58,250	62,250	66,250	
	Moderate Income	42,200	48,200	54,250	60,250	65,050	69,900	74,700	79,550	
Mendocino County	Extremely Low	10,400	11,900	13,400	14,900	16,050	17,250	18,450	19,650	
Area Median Income: 49,600	Very Low Income	17,350	19,850	22,300	24,800	26,800	28,750	30,750	32,750	
	Lower Income	27,800	31,750	35,700	39,700	42,850	46,050	49,200	52,400	
	Median Income	34,700	39,700	44,650		53,550	57,550	61,500	65,450	
	Moderate Income	41,650	47,600	53,550	49,600 59,500	64,250	69,000	73,800	78,550	
Magazi Carreta	P	40.000	44 000	40.050	44750	45.000	47.400	40.050	40.450	
Merced County	Extremely Low	10,300	11,800	13,250	14,750	15,900	17,100	18,250	19,450	
Area Median Income: 49,100	Very Low Income	17,200	19,650	22,100	24,550	26,500	28,500	30,450	32,400	
	Lower Income	27,500	31,400	35,350	39,300	42,400	45,550	48,700	51,850	
	Median Income	34,350	39,300	44,200	49,100	53,050	56,950	60,900	64,800	
	Moderate Income	41,250	47,100	53,000	58,900	63,600	68,300	73,050	77,750	
Modoc County	Extremely Low	10,300	11,800	13,250	14,750	15,900	17,100	18,250	19,450	
Area Median Income:	Very Low Income	17,200	19,650	22,100	24,550	26,500	28,500	30,450	32,400	
49,100	Lower Income	27,500	31,400	35,350	39,300	42,400	45,550	48,700	51,850	
	Median Income	34,350	39,300	44,200	49,100	53,050	56,950	60,900	64,800	
	Moderate Income	41,250	47,100	53,000	58,900	63,600	68,300	73,050	77,750	
Mono County	Extremely Low	12,550	14,350	16,150	17,950	19,400	20,800	22,250	23,700	
Area Median Income: 59,800	Very Low Income	20,950	23,900	26,900	29,900	32,300	34,700	37,100	39,450	
	Lower Income	33,500	38,250	43,050	47,850	51,650	55,500	59,300	63,150	
	Median Income	41,850	47,850	53,800	59,800	64,600	69,350	74,150	78,950	
	Moderate Income	50,250	57,400	64,600	71,750	77,500	83,250	88,950	94,700	
Monterey County	Extremely Low	12,750	14,600	16,400	18,250	19,700	21,150	22,600	24,100	
Area Median Income:	Very Low Income	21,300	24,300	27,350	30,400	32,850	35,250	37,700	40,150	
Area Median Income: 60,800	Lower Income	34,050	38,900	43,800	48,650	52,550	56,400	60,300		
									64,200	
	Median Income	42,550	48,650	54,700	60,800	65,650	70,550	75,400	80,250	
	Moderate Income	51,050	58,350	65,650	72,950	78,800	84,600	90,450	96,300	

#### STATE OF CALIFORNIA COUNTY OF MONTEREY

On this 20<sup>th</sup> day of April, 2005, before me, Lew C. Bauman, Clerk of the Board of Supervisors, in and for said County and State, personally appeared *W.B.* "Butch" Lindley, known to me to be the Chair of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

LEW C. BAUMAN, Clerk of the Board of Supervisors, County of Monterey, State of California /

END OF DOCUMENT