

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Monterey
County Administrative Office
Economic Development/Housing Office
1441 Schilling Place – North
Salinas, CA 93901

Attn: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 259-121-048-000
7128 Oak Tree Place, Monterey, CA 93940

MEMORANDUM AND REAFFIRMATION OF INCLUSIONARY HOUSING AGREEMENT
COUNTY OF MONTEREY INCLUSIONARY HOUSING PROGRAM

This Memorandum and Reaffirmation of Inclusionary Housing Agreement (the "Agreement") is entered into as of this 22nd day of February, 2019, by and between the County of Monterey, a political subdivision of the State of California (the "County") and Jacqueline A. Hamilton and Randall M. Hamilton, (the "Owners"), all collectively as the "Parties".

RECITALS

A. Pursuant to the Monterey County Inclusionary Housing Ordinance, Chapter 18.40 Monterey County Code, a portion of all new housing constructed in Monterey County is required to be affordable to very low, low and moderate-income households.

B. Pursuant to the Ordinance, the County has developed a program by which certain units ("Inclusionary Housing Units") are established and are intended to be maintained as affordable housing through the execution of Inclusionary Housing Agreements with the purchasers of those Units.

C. On November 14, 1997, Jacqueline A. Petro, an unmarried woman, purchased the property known as 7128 Oak Tree Place, Monterey, California (the "Property"). As part of that purchase, Jacqueline A. Petro, entered into an Inclusionary Housing Agreement (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property) with the County of Monterey (the "County Agreement"). The County Agreement was recorded as Document No. 9800873 on January 8, 1998.

D. On March 27, 2017, Jacqueline A. Petro, now known as Jacqueline A. Hamilton, married Randall M. Hamilton.

E. Jacqueline A. Hamilton wishes to add Randall M. Hamilton as an additional owner to title to the Property upon the terms and conditions set forth below.

F. The purpose of this Agreement is to reaffirm and acknowledge the terms of the County Agreement by Jacqueline A. Hamilton and Randall M. Hamilton, an ADDITIONAL OWNER with respect to the Property.

NOW, THEREFORE, in consideration of the benefits received by the Owners through the County's Inclusionary housing program, and in acknowledgment of the continuing rights of the Owners and County pursuant to the County Agreement, the Owners and the County agree, as follows:

1. DESCRIPTION OF PROPERTY

This Agreement concerns the real property in the County of Monterey, State of California with the street address set forth on Page 1 of this Agreement, which is more fully described in Exhibit A attached hereto and incorporated in this Agreement by reference (the "Home").

2. EXECUTION OF AGREEMENT AND ACKNOWLEDGMENT BY SARAH C. HORTON

The Parties acknowledge that the County Agreement was executed originally by Jerald M. Horton and Vanity S. Horton, husband and wife. In executing this Agreement, Sarah C. Horton hereby agrees to be bound by all the terms and conditions of the County Agreement as though she executed the same on February 24, 1998, and further agrees to execute any additional documents reasonably required by the County to confirm application of the County Agreement to Sarah C. Horton.

Owners also reaffirm that all provisions of the County Agreement recorded on March 10, 1998, remain valid and shall apply to Owners, and expressly reaffirm the following provisions.

3. REAFFIRMATION OF OWNER OCCUPANCY REQUIREMENT AND RESTRICTIONS ON TRANSFERS AND CONVEYANCES

The Owners reaffirm that they shall occupy the Home as the Owners' principal place of residence. The Owners shall be considered as occupying the Home if at least one (1) Owner is living in the unit for at least ten (10) months out of each calendar year. On or before February 1st of each calendar year, the Owners shall provide an annual written certification to the County in the form shown in Exhibit B that the Owners are occupying the Home as his, her or their principal place of residence, and that Owners are not renting the Home to another party.

The Owners also reaffirm the restrictions on the possible lease, rental or other transfer or conveyance of the Property as set forth in Section 10 and 11 of the County Agreement.

4. REAFFIRMATION OF COUNTY PURCHASE OPTION

The Owners reaffirm that the County has the option to purchase the Home (the "County Option") for the Maximum Restricted Resale Price, upon the terms and conditions set forth in the original County Agreement.

5. REAFFIRMATION OF OBLIGATION TO PAY COUNTY EXCESS SALES PROCEEDS

Owners reaffirm that if Owners make a Transfer of the Property in violation of the County Agreement, the Owners shall pay the Excess Sale Proceeds to the County, in accordance with the terms and conditions set forth in the County Agreement.

6. REAFFIRMATION OF TERM OF AGREEMENT

Owners reaffirm that the Option and all the provisions of the County Agreement, including the benefits and burdens, shall bind, and the benefit hereof shall inure to, the Owners and to the County and its successors, for a period of thirty (30) years from the date of recordation of the County Agreement, provided that any transfer occurring after the date of this Agreement must comply with the provisions of the Ordinance, including § 18.40.110 or its equivalent section number. Except as provided by the terms therein, the provisions set forth in the Agreement shall constitute covenants which shall run with the land, shall further and independently constitute an Option encumbering the Property and shall be binding upon Owners, Owners' heirs, executors, administrators, successors, transferees and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property. As long as the Option has not terminated as to the Property, any attempt to transfer title to any interest in the Property in violation of this Agreement or the County Agreement shall be voidable at the election of County.

7. REAFFIRMATION OF SUPERIORITY OF AGREEMENT

Owners reaffirm and covenant that they have not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the Owners, the County and their respective successors.

8. REAFFIRMATION OF SUBORDINATION OF AGREEMENT TO PURCHASE MONEY LENDER

Owners and County reaffirm that, notwithstanding any provision herein, or in the County Agreement, neither this Agreement nor the County Agreement shall diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Home in compliance with Section 12 of the County Agreement.

9. REAFFIRMATION OF NONDISCRIMINATION COVENANTS

Owners reaffirm and covenant by and for themselves and each of them, and any successors and assigns of Owners that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owners or any person claiming under or through the Owners establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home.

10. REAFFIRMATION OF MONITORING AND INSPECTION RIGHTS AND OBLIGATIONS

Owners reaffirm the rights of the County to monitor and inspect the Property, pursuant to the County Agreement, and Owners' obligation to cooperate by providing required certifications and other information required by the County, as set forth in the County Agreement.

11. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

COUNTY:
County of Monterey, a political subdivision
of the State of California

OWNERS:

By: _____
Anastacia Wyatt

By: _____

Its: Housing Program Manger _____

Jacqueline A. Hamilton _____

By: _____

Randall M. Hamilton _____

Approved as to Form: _____
Brian Briggs
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) SS.
COUNTY OF MONTEREY)

On _____ before me, _____, a 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 _____

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.

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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 _____

EXHIBIT A
LEGAL DESCRIPTION

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

PARCEL I:

LOT 8, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 1270 MONTERRA RANCH PROPERTIES INCLUSIONARY HOUSING", FILED FOR RECORD DECEMBER 12, 1996 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, CALIFORNIA IN VOLUME 19 OF CITIES AND TOWNS AT PAGE 34. AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 23, 1997, IN REEL 3534, PAGE 1306, OFFICIAL RECORDS, AND RECORDED AUGUST 19, 1997, IN REEL 3559, PAGE 843 OFFICIAL RECORDS, AND RECORDED OCTOBER 28, 1997 IN SERIES NO. 9763858, OFFICIAL RECORDS.

PARCEL II:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A PORTION OF PARCEL A, AS SHOWN ON SHEET 5 OF 61 ON THE MAP FILED IN VOLUME 18 CITIES AND TOWNS AT PAGE 1 OF THE MONTEREY COUNTY RECORDERS OFFICE, STATE OF CALIFORNIA.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL A,

- (1) S. 88° 10' 35" E., 742.67 FEET, THENCE LEAVING SAID BOUNDARY
- (2) S. 1° 49' 25" W., 60.00 FEET; THENCE
- (3) N. 88° 10' 35" W., 742.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLMSTED ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE
- (4) N. 1° 49' 25" E., 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL III:

CERTAIN REAL PROPERTY BEING A PORTION OF PARCEL P AS SHOWN ON THE MAP FILED IN TRACT 1270, VOLUME 19, CITIES AND TOWNS, PAGE 34, MONTEREY COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 AS SHOWN ON SAID MAP, THENCE ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 8,

- (1) N. 78° 42' 46" W., 66.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE LEAVING SAID SOUTHERLY LINE,
- (2) S. 20° 14' 58" W., 30.70 FEET TO A POINT ON THE NORTHERLY FACE OF A CONCRETE MASONRY WALL; THENCE ALONG THE NORTHERLY FACE OF SAID WALL,
- (3) S. 86° 29' 15" E., 46.33 FEET; THENCE
- (4) S. 85° 09' 16" E., 26.70 FEET; THENCE LEAVING SAID CONCRETE MASONRY WALL,
- (5) N. 07° 04' 48" E., 21.12 FEET, TO THE POINT OF BEGINNING.

APN: 259-121-048-000

**EXHIBIT B
ANNUAL MONITORING CERTIFICATION FORM**

Date

«Owner_First_Name» «Owner»
«Mailing_Address»
«Mailing_City», «Mailing_State», «Mailing_Zip_Code»

Dear «Owner_First_Name»,

Our records indicate that you executed an Inclusionary Housing Agreement and are required to be an owner occupant of the home. In order to remain in compliance with conditions under which you purchased your home or you received a loan, you must document to the County that you are a permanent occupant of the home.

To document your compliance with your obligations as a borrower or beneficiary of a County Housing Program, the following documents must be submitted to the County:

1. Fully **completed** and **signed** Owner-Occupant **CERTIFICATION** section (located at the bottom of this page);
2. **A copy of your current gas/electric or phone bill** which cites your name and the address of your home;
3. **A copy of your current Property Insurance declaration page with current policy dates.** If the County has extended a loan to you, your insurance policy must list the County as "second mortgagee". Please do not send a copy of your bill.

Please provide all requested information to our office no later than **DUE DATE**. If you do not supply the requested information, the County will not process any requests for refinancing or provide resale pricing until the information is supplied. In addition, the County may take other actions to secure the information, including, but not limited to, conducting a site visit. If you have any questions regarding this letter, please call our office at 755-5390.

If you are no longer the owner and/or are no longer residing in this home, please contact this office immediately.

CERTIFICATION for «Property_Address», «Mailing_City»

I/We hereby certify that I/we am/are the owner(s) of the property/unit referenced above and am/are residing in that unit on a permanent basis.

_____ Signature	_____ Print Name	_____ Date
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_____ Signature	_____ Print Name	_____ Date
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The unit has _____ bedrooms.	Daytime telephone: _____	
	Evening telephone: _____	

RETURN THIS FORM TO:

County of Monterey Housing Programs: **County Administrative Office /Housing Office**
1441 Schilling Place, North, Salinas, CA 93901