

Attachment A

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**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Carmel City Hall
Post Office Box CC
Carmel, Ca 93921
Attn: Brandon Swanson

APNs: 009-146-029 & 009-146-028

LAND USE REGULATORY JURISDICTION
AGREEMENT AND COVENANT AND AGREEMENT TO
HOLD PROPERTY AS ONE PARCEL

This Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel (collectively, “**Covenant and Agreement**”) is entered into between Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust Dated January 28, 2004, (“**HOBBS**”); the City of Carmel by the Sea (“**CITY**”) and the County of Monterey, a political subdivision of the State of California (“**COUNTY**”), collectively (“**THE PARTIES**”).

HOBBS is owner of that certain real property located in both the CITY and the unincorporated area of the COUNTY as more particularly described on **Exhibit A** attached hereto and incorporated by this reference (“**Hobbs Property**”) on which an existing single-family home, and accessory dwelling unit (Subordinate Unit; subordinate unit permit SU 91-169) are located. The Hobbs Property consists of two Assessor’s Parcels designated as Monterey County Assessor’s Parcel Numbers (APNs) 009-146-029 and 009-146-028. APN 009-146-029 is within the CITY limits. APN 009-146-028 is within the unincorporated area of the COUNTY.

HOBBS filed an application with the CITY to merge the two parcels on the Hobbs Property (City Planning No. LM 24-254) into one legal lot of record (“**Subject Parcels**”). HOBBS

also filed an application with the CITY to remodel and expand the improvements on the **Subject Parcels** (City Planning No. DS 25-017) as more particularly described in **Exhibit B** attached hereto and incorporated by this reference.

The Parties understand and agree that the **Subject Parcels** are within two (2) separate and distinct property tax rate areas and, therefore; the **Subject Parcels** cannot be merged into one legal lot of record without an application to and approval by the Monterey County Local Agency Formation Commission (Monterey County LAFCO). Therefore, the Parties have agreed to enter into a Covenant and Agreement to Hold Subject Parcels as One Parcel. The lot merger application is thus moot and will not be processed, and Document No. 2004073684 on file with the Monterey County Recorder is hereby rescinded and simultaneously superseded by this Covenant and Agreement.

Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust Dated January 28, 2004, (“HOBBS”) is the property owner of record of the **Subject Parcels** as set forth in the corresponding Grant Deed for APN 009-146-029 within the CITY limits and APN 009-146-028 within the unincorporated area of the COUNTY recorded on September 9, 2021, as Document No. 2021060566 on file with the Monterey County Recorder and incorporated by this reference. The **Subject Parcels** consist of two (2) separate parcels as more particularly described in **Exhibit A** and in the corresponding Grant Deed recorded as Document No. 2021060566 on file with the Monterey County Recorder.

HOBBS recognizes and agrees that the **Subject Parcels** will retain two APNs and will receive separate Property Tax bills for the corresponding Tax Area of the **Subject Parcels** within the jurisdictional boundaries of the CITY and the COUNTY.

HOBBS hereby covenants and agrees with the CITY and COUNTY that the **Subject Parcels** shall be held as one (1) parcel as more particularly described in **Exhibit A** during any period that

any improvements remain on the **Subject Parcels**, and shall not be sold separately until this Covenant and Agreement is released by CITY and COUNTY, as provided below.

The PARTIES understand and agree that this Covenant and Agreement is executed for the purpose of creating a single site as regulated by the applicable sections of the CITY Zoning Code, other CITY regulations and the Monterey County Code as applicable for the development of the **Subject Parcels**. In the event there is any conflict between the CITY Zoning Code, other CITY regulations, and the Monterey County Code, regarding the regulation and development of the **Subject Parcels**, the CITY Zoning Code and other CITY regulations shall prevail as long as any improvements remain on the **Subject Parcels**.

Pursuant to this Covenant and Agreement, the CITY and COUNTY recognize and agree that the CITY shall have land use regulatory jurisdiction over the **Subject Parcels** for all land use permitting on the **Subject Parcels** and the public right-of-way immediately adjacent to the **Subject Parcels**, including compliance with the CITY Zoning Code and other CITY regulations. This Covenant and Agreement's purpose is not limited to the current application, but shall apply to any permitting and land use applications relating to the **Subject Parcels**, as long as improvements remain on the **Subject Parcels**.

This Covenant and Agreement shall continue in effect until released in writing by the authority of the CITY and COUNTY upon submittal of request, applicable fees, and evidence that this Covenant and Agreement is no longer required by law.

This Covenant and Agreement is hereby deemed and agreed by HOBBS, the CITY, and the COUNTY to be a covenant running with the land which shall bind HOBBS, the CITY, and the COUNTY and all its successors and assigns.

[signature block on the following page]

HOBBS

THE KAREN RUTH HOBBS TRUST UDT
dated January 28, 2004

Dated: _____, 2025

By: _____
Karen Ruth Hobbs, Trustee

Approved as to form:

Dated: _____, 2025

By: _____
Christine G. Kemp
Noland Hamerly Etienne & Hoss
Attorney for Hobbs

CITY OF CARMEL BY THE SEA

Dated: _____, 2025

By: _____
Brandon Swanson, Assistant City Manager

Approved as to form:
Burke, Williams & Sorensen, LLP

Dated: _____, 2025

By: _____
Brian Pierik, City Attorney

COUNTY OF MONTEREY
Department of Housing and Community
Development (HCD)

Dated: _____, 2025

By: _____
Craig W. Spencer, Director of HCD

Approved as to form:
Office of the County Counsel
Susan K. Blich, County Counsel

Dated: _____, 2025

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 _____, 20____, before me, _____,
Notary Public, personally appeared **KAREN RUTH HOBBS** 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 _____(Seal)

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 _____, 20____, 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),
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the entity upon behalf of which the person(s) acted, executed the instrument.

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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

HOBBS PROPERTY

ORDER NO. : 0724021807

EXHIBIT A

The land referred to is situated in the County of Monterey, City of Carmel By The Sea, State of California, and is described as follows:

PARCEL ONE:

Lot 2 in Block 4, as said Lot and Block are shown on that certain Map entitled Map of "Carmel City" filed for record May 1, 1888 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, "Cities and Towns", at Page 52.

PARCEL TWO:

Lot 34 in Block 4, as said Lot and Block are shown on that certain Map entitled Map of "La Loma Terrace" filed in Volume 3 of Maps, "Cities and Towns", at Page 25, Monterey County Records.

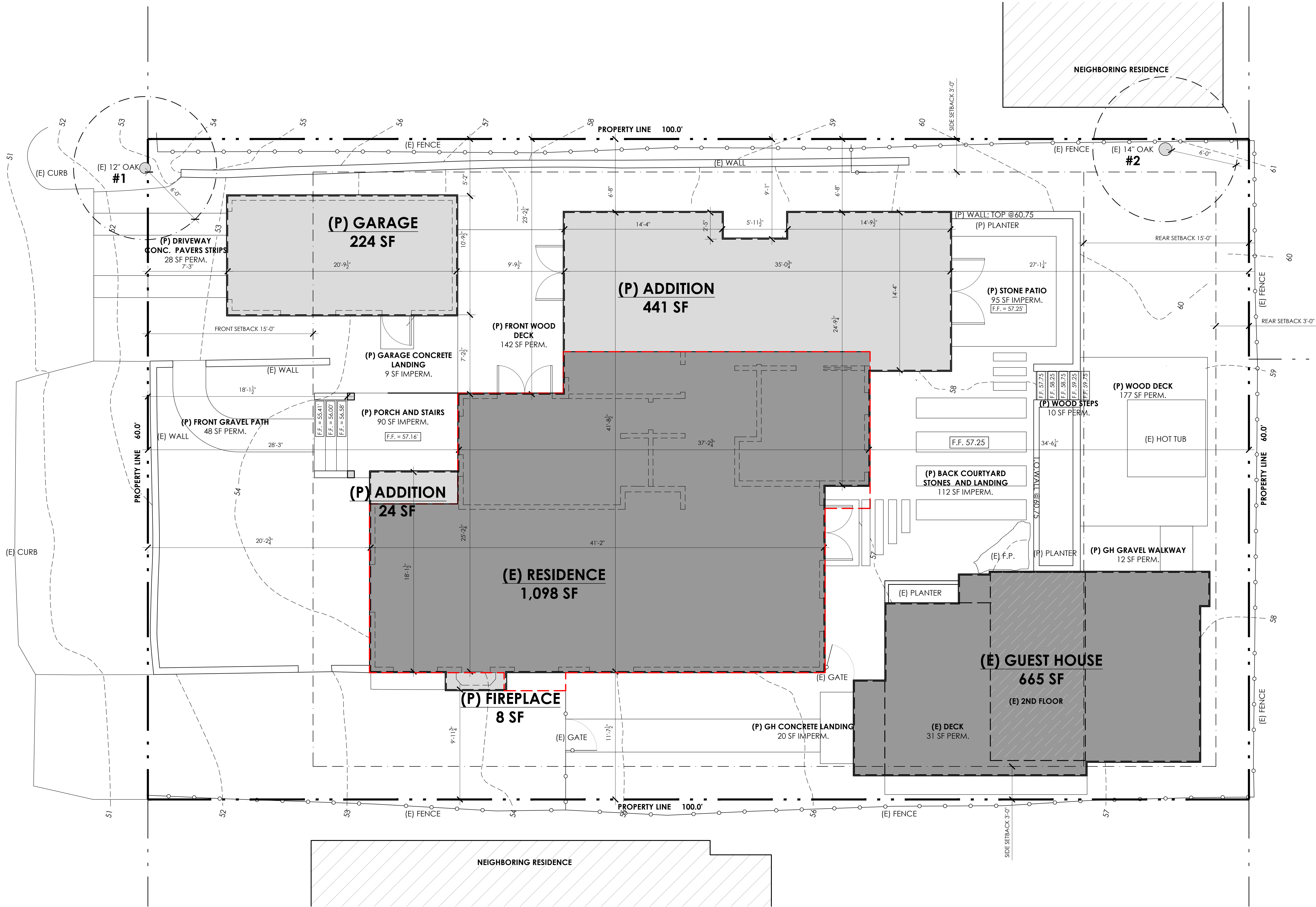
EXCEPT THEREFROM the Northerly 20 feet thereof

APN: 009-146-029-000 and 009-146-028-000

EXHIBIT B

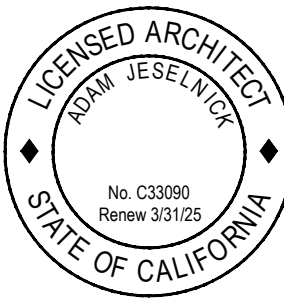
HOBBS PROJECT SITE DEVELOPMENT PLAN

SANTA RITA STREET



1 PROPOSED SITE PLAN
SCALE: 1/4" = 1'-0"

ADAM JESELNICK
ARCHITECT



HOBBS RESIDENCE
SANTA RITA STREET 3 NE OF 1ST AVE,
CARMEL-BY-THE-SEA CALIFORNIA 93921

PROPOSED SITE
PLAN

1/27/2025

1/4" = 1'-0"

A4