

Recording Requested By  
And  
When Recorded Return To:

County of Monterey  
Economic Development Department/  
Housing Office  
1441 Schilling Place - North  
Salinas, CA 93901  
  
Attention: Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 259-121-046-000  
7120 Oak Tree Place, Monterey CA 93940

**AMENDMENT NO. 2 to  
INCLUSIONARY HOUSING AGREEMENT:  
(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)**

**THIS AMENDMENT NO. 2** to Agreement: **INCLUSIONARY HOUSING AGREEMENT** (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property) is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Dale DePalatis and Carolyn DePalatis, husband and wife, hereinafter referred to as "OWNER."

**WITNESSETH:**

**WHEREAS**, the County and **Dale DePalatis and Carolyn DePalatis** have heretofore entered into an Agreement: *INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)* ("Agreement"), recorded on January 8, 1998, as Document No.9800879, 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 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 to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Economic Development Department/Housing Office (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 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**

**Owners:**

By: \_\_\_\_\_  
David L. Spaur, Director

\_\_\_\_\_  
Dale DePalatis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved at Form and Legality:  
\_\_\_\_\_  
Brian Briggs, Deputy County Counsel

\_\_\_\_\_  
Carolyn DePalatis  
\_\_\_\_\_  
Date

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 \_\_\_\_\_

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, \_\_\_\_\_  
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 \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

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

**PARCEL I:**

LOT 6, 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, AND 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 II:**

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 6,

- (1) N. 46° 09' 44" W., 73.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE LEAVING SAID SOUTHERLY LINE,
- (2) S. 54° 05' 05" W., 3.91 FEET TO A POINT ON THE NORTHEASTERLY FACE OF A CONCRETE MASONRY WALL; THENCE ALONG THE NORTHEASTERLY FACE OF SAID WALL,
- (3) S. 38° 42' 28" E., 35.60 FEET; THENCE
- (4) S. 39° 20' 29" E., 39.93 FEET; THENCE LEAVING SAID CONCRETE MASONRY WALL,
- (5) N. 38° 50' 19" E., 13.40 FEET, TO THE POINT OF BEGINNING.

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