

Before the Board of Supervisors in and for the
County of Monterey, State of California

ATTACHMENT E

Agreement No. A-07513

APPROVE AGREEMENT BETWEEN COUNTY
SERVICE AREA NO. 66 AND OAK TREE
HOUSING FOR PROPERTY-RELATED SERVICES
FOR INCLUSIONARY HOUSING, LOCATED)
OFF OLMSTED ROAD, HIGHWAY 68 AREA;
AUTHORIZE CHAIR TO SIGN AGREEMENT)

RECEIVED
SEP 11 1997 A.M.
PUBLIC WORKS - ADMIN

Upon motion of Supervisor Perkins, seconded by Supervisor Johnsen, and
carried by those members present, the Board of Supervisors, acting on behalf of CSA 66 (County Service
Area No. 66): (Potter absent)

- 1) Approves the Agreement between CSA 66 and Oak Tree Housing for property-related services;
- 2) Authorizes the Chair to sign the Agreement.

PASSED AND ADOPTED on this 9th day of September 1997, by the following vote, to-wit:

AYES: Supervisors Salinas, Pennycook, Perkins, Johnsen

NOES: None

ABSENT: Potter

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the
foregoing is a true copy of an original order of said Board of Supervisors duly made and referenced in the minutes thereof at page
-- of Minute Book 69, on September 9, 1997.

Dated: September 9, 1997

ATTEST:

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

By Carmy W. Benis
Deputy

FILE COPY
DO NOT REMOVE

Recording Requested by and
When Recorded, Mail To:

Monterey County Department of
Public Works
312 East Alisal Street
Salinas, California 93905

**AGREEMENT FOR PROPERTY-RELATED
SERVICES FOR INCLUSIONARY HOUSING**

This agreement, made by and between the Monterey County Board of Supervisors ("Board") acting on behalf of County Service Area No. 66 ("CSA-66"), and Oak Tree Housing, a California Limited Partnership ("Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property located in Monterey County, California, commonly known as the Oak Tree Views Subdivision and more particularly described as lot numbers 1 through 42 of Tract 1270, Volume 19, Cities and Towns, Page 34 (the "Subdivision");

WHEREAS, on May 20, 1997, Monterey County Local Agency Formation Commission approved annexation of the Subdivision to CSA-66;

WHEREAS, on July 22, 1997, Monterey County Board of Supervisors ordered annexation of the Subdivision to CSA-66;

WHEREAS, Developer and the Board desire to enter into this agreement for the purposes of establishing the circumstances and conditions under which CSA-66 will provide

property-related services within the Subdivision in accordance with sound fiscal practices and with the requirements of Proposition 218 and its implementing legislation;

WHEREAS, CSA-66 shall levy a fee or charge upon each individual parcel of real property within the Subdivision, the amount of which shall not exceed the proportional cost of the service attributable to the parcel for property-related services within the Subdivision; and

WHEREAS, Developer desires CSA-66 to provide property-related services for inclusionary housing in the Subdivision, and CSA-66 is willing to provide such services on the terms and conditions set forth in this agreement.

NOW, THEREFORE, Developer and the Board hereby agree as follows:

1. County Service Area. Developer shall complete the annexation of the Subdivision into CSA-66 prior to occupancy of any residential unit within the Subdivision. Upon annexation to CSA-66, the County shall assume responsibility for maintenance and repair of improvements within the Subdivision, in accordance with the terms set forth in Paragraph 2 below.

2. CSA-66 Responsibility for Maintenance and Repair. CSA-66 shall be responsible for maintenance and repair of the individual septic tanks, including manholes and manhole covers, serving each of the 42 inclusionary housing units within the Subdivision. Such maintenance and repair shall include periodic pumping and maintenance of septic tanks, including septic tank manholes, and manhole covers. CSA-66 shall maintain the septic tanks in such a manner that these facilities neither pose a threat to the health and safety of the community nor interfere with the operation of the utility providing wastewater treatment and disposal for the Subdivision. CSA-66 shall also be responsible for maintaining streets, street lighting, open space, tot lot, and drainage improvements within the Subdivision. CSA-66 shall

not be responsible for maintaining, repairing, improving, or operating any portion of the utility's collection system which may be located within the Subdivision, or within Parcels "P", "T", or "X" as shown on that map filed for record with the Recorder's Office for the County of Monterey at Volume 19, Cities and Towns, Page 34.

3. Service Charges by CSA-66. Developer agrees that CSA-66 shall be authorized to levy an annual fee or charge in an amount not to exceed \$1,000.00 per lot for provision of property-related services to the residential lots within the Subdivision. Said fee or charge shall not exceed the actual cost for services provided. The maximum amount of the fee or charge shall be pro-rated from the date of this agreement (the "Commencement Date") for the first year and shall be adjusted on July 1st of each year thereafter (the "Adjustment Date"), as follows: The base for computing the adjustment is the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose Metropolitan Area published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") which is published nearest the July 1st prior to the Commencement Date (the "Beginning Index"). The maximum amount of the fee or charge for each year beginning on an Adjustment Date shall be set by multiplying the current fee or charge by a fraction, the numerator of which is the Index published most immediately prior to that Adjustment Date and denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used as the date immediately preceding the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4. Billing and Collection. The fee or charge shall be included on the property tax bill prepared by the County for each of the parcels of real property within the Subdivision. Said fee or charge shall be collected annually by the Tax Collector, in the same manner as real property taxes.

5. Binding on Successors. This agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

6. Entire Agreement. This agreement contains the entire agreement among the parties respecting the matters set forth, and supersedes all prior agreements for the real property described herein respecting these matters.

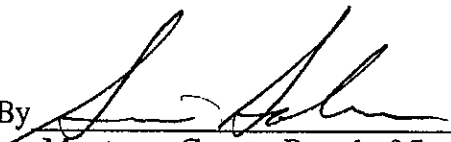
7. Severability. In the event that any provision of this agreement is found to be invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this agreement. Notwithstanding the foregoing, however, in the event that all or any portion of the fee or charge levied by CSA-66 is finally determined by a court of competent jurisdiction to be invalid, unenforceable, uncollectable, or violative of any law, CSA-66 shall be relieved of its responsibility for maintenance and repair of improvements within the Subdivision and the provision of property-related services as provided in this agreement to the extent that the amount of the fee or charge is insufficient to fund CSA-66's responsibilities or services hereunder.

8. Interpretation. It is agreed by the parties that this agreement has been arrived at through negotiation and neither party is to be deemed the party which prepared this agreement for the purposes of California Civil Code section 1654.

9. Amendments. This agreement may be amended only by a writing signed by the parties, their successors or assigns.

DATED: _____, 1997.

MONTEREY COUNTY BOARD OF
SUPERVISORS

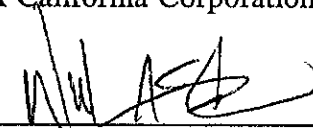
By 
Monterey County Board of Supervisors

SIMON SALINAS
Chair, Board of Supervisors

DATED: 9-3, 1997.

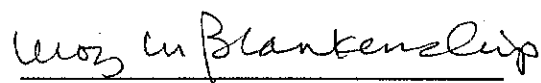
OAK TREE HOUSING,
a California Limited Partnership

By: Woodman Development Company, Inc.
A California Corporation, General Partner

By: 

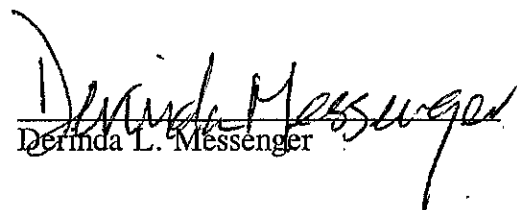
APPROVED AS TO FORM:

DOUGLAS HOLLAND, County Counsel

By 
Leroy W. Blankenship
Assistant County Counsel

APPROVED AS TO FORM:

ANTHONY L. LOMBARDO & ASSOCIATES

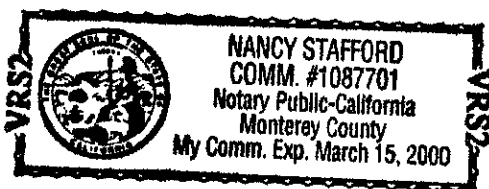
By 
Derinda L. Messenger

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On September 3, 1997, before me, NANCY STAFFORD, Notary Public,
personally _____ appeared WILLIAM A. SILVA

_____, 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.



Nancy Stafford
Notary Public in and for said
County and State

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally _____ appeared _____

_____, 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.

Notary Public in and for said
County and State