

Attachment C

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Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 139-392-009-000
19107 Garden Valley Way, Salinas, CA 93908

**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 Jeffrey S. Kirby, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and Jeffrey S. Kirby, 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 14, 1999, as Document No. 9903189 filed in the Office of the Recorder of the County of Monterey via a Memorandum and Reaffirmation of Inclusionary Housing Agreement recorded on May 10, 2024 as Document No. 2024016467, 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 Housing and Community Development Department.
 3. **Inclusionary Housing Agreement to Remain in Effect.** Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement 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

Owner:

By:

 Craig W. Spencer, Director of
 Housing & Community Development

 Jeffrey S. Kirby

 Date

 N/A

 Date

Approved as to form:

 Reed Gallogly, Deputy County Counsel

 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.

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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 _____

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION**

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

Parcel 1:

Lot 48 of Tract No. 1283 Las Palmas Ranch Phase II, Unit VI, in Volume 19 of Cities and Towns at Page 47 file in the Office of the County Recorder of Monterey County, California, on September 29, 1997;

EXCEPTING THEREFROM any and all water, but without the right of entry or to make any withdrawal of water which will result in damage to any building or structure, as granted in the deed to California Water Service Company, recorded on October 31, 1997 as Document No. 9764772, Official Records.

Parcel II:

A non-exclusive easement on, over, under and across the "Master Common Area" as defined in the Master Declaration of Covenants, Conditions and Restrictions for Las Palmas Ranch No. 2 recorded September 26, 1995 in Reel 3279, Page 1412, Official Records of Monterey County, California, as amended and restated by a document recorded December 27, 1995 in Reel 3316, Page 1339, Official Records of Monterey County, California ("Master Declaration"), for the purposes described in the Master Declaration and subject to the terms, provisions and reservations of the Master Declaration. This easement is appurtenant to PARCEL 1 above and shall become effective as to each lot within the Master Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Common Area to the Association (defined below).

Parcel III:

A non-exclusive easement on, over, under and across the "Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fieldcrest at Las Palmas Ranch recorded September 26, 1995 in Reel 3279, Page 1447, Official Records of Monterey County, California ("Fieldcrest Declaration"), for the purposes described in the Fieldcrest Declaration and subject to the terms, provisions and reservations of the Fieldcrest Declaration. This easement is appurtenant to PARCEL 1 above and shall become effective as to each lot within the Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Common Area to the Association (defined below).

Parcel IV:

An easement for the benefit of an appurtenant to Parcel 1 above on, over, under and across that portion of Lot 62 of Tract No. 1283 Las Palmas Ranch Phase II, Unit VI in Volume 19 of Cities and Towns at Page 47 filed in the Office of the County Recorder of Monterey County, California, on September 29, 1997 ("Lot 62") shown as described on Exhibit A attached hereto and by this reference made a part hereof ("Exclusive Use Easement Area"). As reserved in deed recorded August 14, 1998 as Document No. 9854093, Official Records of Monterey County, California. The easement is subject to the terms, easements, covenants and restrictions set forth in the Grant of Private Storm Drain Easements and Supplemental Declaration of Restrictions recorded August 13, 1998 as Document No. 9853753, Official Records of Monterey County, California ("Supplemental Restrictions"). The easement is exclusive except for the right of each owner of a Private Storm Drain Lot (defined in the Supplemental Restrictions) which is up-gradient from Parcel 1 (if any) to drain water through the Private Storm Drain System (defined in the Supplemental Restrictions) locate within the Exclusive Use Easement Area. The owner of Parcel 1 may use the Exclusive Use Easement Area for access, recreation, drainage and landscaping (including

irrigation systems) only. The owner of Parcel 1 shall maintain the Exclusive Use Easement Area in a neat, clean and attractive appearance at no expense to the Master Association.

The Master Association retains the right, but not the obligation, at all reasonable times to enter the Exclusive Use Easement Area for purposes of inspecting, maintaining and repairing any structure located on Lot 62, including without limitation that portion of the Private Storm Drain System located within the Exclusive Use Easement Area should the owner of Parcel 1 fail to maintain the same pursuant to the Supplemental Restrictions; provided that such entry does not unreasonably interfere with the use of the easement by the owner of Parcel 1. The right of entry includes the right of reasonable access across the lot conveyed hereby to enter the Exclusive Use Easement Area. The owner of the lot conveyed hereby is obligated to reimburse the Master Association for its costs incurred in performing maintenance of that portion of the Private Storm Drain System located within the Exclusive Use Easement Area.

Parcel V:

One Class A membership in LAS PALMAS RANCH MASTER ASSOCIATION NO. 2, a California Nonprofit Mutual Benefit Corporation ("Master Association").

Parcel VI:

One Class A membership in FIELDCREST AT LAS PALMAS RANCH ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("Association").

APN: 139-392-009-000

Commonly known as: 19107 Garden Valley Way, Salinas, CA 93908