

2017068399

Stephen L. Vagnini  
Monterey County Clerk-Recorder

12/12/2017 12:24 PM

Recorded at the request of:  
MELANIE

Titles: 1 Pages: 26

Fees: \$0.00  
Taxes: \$0.00  
AMT PAID: \$0.00



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Monterey  
Economic Development Department  
1441 Schilling Place - North  
Salinas, CA 93901  
Attn: Director

No fee for recording pursuant to  
Government Code Section 27383

(Space above for Recorder's Use)

**DESIGNATION OF WORKFORCE II HOUSING AGREEMENT**

(Master Developer – Workforce II Units)  
(East Garrison Subdivision – Phase 1)

This DESIGNATION OF WORKFORCE II HOUSING AGREEMENT (“Agreement”) is entered as of this 12th day of December, 2017, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, a public entity, corporate and politic (“Successor Agency”), and UCP East Garrison, LLC (“Master Developer”), with reference to the following facts:

A. East Garrison Partners I, LLC, a California limited liability company (“EGP”) entered into a Disposition and Development Agreement with the Redevelopment Agency of the County of Monterey (“Agency”) dated as of October 4, 2005 (the “DDA”). A Memorandum of the DDA was recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Document No. 2006044222. The DDA sets forth rights, terms and conditions and requirements for the acquisition and development of certain real property described therein (the “Site”) included within the Fort Ord Redevelopment Project Area. Pursuant to the DDA, the property, subject to this Agreement will be developed as part of a new mixed-use community with residential, commercial, office, research, public, cultural, recreation, park and open space land uses (the “Project”). Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in the DDA.

B. Master Developer has acquired all of the rights, title and interest to the Site, including the Assigned Parcel (as defined below), and the development rights to the Project, including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale recorded September 9, 2009 in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Master Developer by that certain First Implementation Agreement to Disposition and Development Agreement by and between the Agency and Master Developer dated June 28, 2011 (“Master Developer First Implementation Agreement”) and that Amended and Restated First Implementation Agreement (“Amended and Restated FIA”) dated August 30, 2106. The DDA contained a requirement for the development and sale of Workforce II housing. Included within both the Master Developer First Implementation Agreement and the Amended and Restated FIA was a requirement by the Master Developer to cause 47 units of Workforce II housing to be developed, sold and occupied by qualified households

within Phase 1 of the Project. All capitalized terms used in this Agreement shall have the same meaning set forth in the DDA and the Amended and Restated FIA.

C. Pursuant to ABx1 26 (Statutes, 2011), and the decision in California Redevelopment Association v. Matosantos, (2011) 53 Cal.4th 231, the Agency was dissolved effective February 1, 2012 and all Agency's rights, duties and obligations with respect to the Property were transferred by operation of law to the Successor Agency to the Redevelopment Agency of the County of Monterey ("Successor Agency"). Accordingly, all references to the "Agency" shall also include the Successor Agency.

D. On March 9, 2016, the Master Developer and the Agency entered into an East Garrison Phase 1 Workforce II Housing Letter Agreement ("Letter Agreement"). Pursuant to that Letter Agreement, the Master Developer anticipated identifying 47 homeowners who qualified as Workforce II Buyers and who had already purchased a qualifying home in Phase 1, and, upon the Agency's confirmation as a Workforce II Buyer, such buyer was to be counted toward the Workforce II Unit requirement in Phase I. In the event that fewer than 47 homes already sold in Phase 1 failed to qualify as Workforce II Buyer, including the requisite one-year of owner occupancy, the Master Developer was to use remaining homes in Phase 1 to sell as Workforce II homes in order to reach the required threshold of 47 Workforce II units.

E. Retroactive qualification, while still permissible, has not achieved the results anticipated in the Letter Agreement. The parties are entering into this Agreement to further the intent of the Letter Agreement by designating Workforce II Units to ensure that the required Workforce II Units in Phase 1 are satisfied.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1. Definitions.

As used herein, the following capitalized terms shall be defined as follows:

(a) "DDA" shall mean the Disposition and Development Agreement, as referenced in Paragraph A.

(b) "Amended and Restated FIA" shall mean the Amended and Restated First Implementation Agreement to Disposition and Development Agreement, as referenced in Paragraph C.

(c) "Master Developer" for purposes of this Agreement only, shall mean UCP East Garrison, LLC, as well as any entity taking title to property in Phase 1 of the Project, pursuant to an Assignment and Assumption Agreement, as contemplated in the DDA.

(d) "Workforce II Buyer" shall mean an actual qualified buyer household who earns not more than 180% of the Area Median Income for Monterey County, as adjusted for household size, and with household assets which do not exceed the maximum asset limitation for purchasers of Workforce II Units. As used herein, "Buyer" shall include both spouses, if one of the individual

purchases is married, with the intent that the income and assets of both spouses shall be included in the qualification process, regardless of the actual form of title to be taken (e.g., joint, separate or community property). The term "Buyer" shall not be expanded to include the income and assets of others beyond spouses, if their names would not appear on title.

(e) "Workforce II Unit" shall mean a residential unit that Master Developer has designated to satisfy the Workforce II Housing requirements hereunder for Phase 1 of the East Garrison Project.

(f) "Workforce II Purchase Price" shall mean a purchase price for a Workforce II Housing unit which is equal to that which could have been afforded by a Workforce II buyer after assuming (i) a down payment not to exceed 10%, and (ii) Monthly Housing Costs equal to 40% of the actual eligible annual gross income for such Workforce II Buyer divided by 12, provided that Workforce II Purchase Price cannot exceed Fair Market Value for the applicable unit.

#### SECTION 2. Number of Workforce II Units.

The required number of Workforce II Units designated in Phase 1 remains at 47, and Successor Agency and Master Developer agree that four (4) units have already been approved as qualifying Workforce II Units. Master Developer shall still be permitted to qualify Workforce II Buyers retroactively to March 9, 2016. However, as further assurance that Phase 1 Workforce II Units are developed and sold to qualified Workforce II Buyers, the Master Developer hereby designates the Units described in Section 3 as Workforce II Units, and shall record the Designation shown in Exhibit A with respect to such Parcels, as specified in the project approval.

#### SECTION 3. Location of Workforce II Units.

Unless otherwise substituted, pursuant to Section 6, below, the Workforce II Units for Phase 1 of the Project shall be constructed on Lots 287 to 291, inclusive, 293, 300, 301, 304 through 306, inclusive, 308 through 310, inclusive, 312, 756 through 768, inclusive, and 773 through 788, inclusive, as described in Exhibit B.

#### SECTION 4. Schedule for Developing Workforce II Units.

Workforce II Units shall be constructed and marketed concurrent with, or prior to, the construction and marketing of Moderate Income Housing for Phase 1.

#### SECTION 5. Sale to Workforce II Buyers of Designated Units.

(a) Following completion of construction, the Master Developer shall sell the Units designated as Workforce II to qualified Workforce II Buyers, all at affordable Workforce II Purchase Prices.

(b) Master Developer shall make good faith efforts to market in both English and Spanish, and shall sell all units in compliance with applicable state and federal fair housing laws and regulations.

(c) Master Developer may implement employee and geographic preferences in buyer selection, subject to compliance with applicable fair housing laws and regulations.

(d) Purchase contracts between Master Developer and interested buyers of Designated Units

shall follow the same procedure as for Workforce II Units in Phase 2 and 3, as modified for Phase 1, which are:

“6. Terms of Sale/Terms of Sale Package.” When an Assignee/Purchaser enters into a residential unit contract of sale with a proposed Buyer that Assignee/Purchaser reasonably believes qualifies as a Workforce II Buyer, then the Assignee/Purchaser and the proposed Buyer may also sign an addendum to the contract (the “Workforce II Addendum”) with the following terms: (i) if the County confirms that proposed Buyer and the terms of the sale qualify as a Workforce II Unit sale (as described below in this Paragraph 6), and the proposed Buyer executes documents for the benefit of the County described in Paragraph 8 below, then the sale will be considered a Workforce II Unit sale; and (ii) if any of the conditions in (i) above are not satisfied, then the Buyer may still purchase the residential unit at the same purchase price, but the sale will not be considered a Workforce II Unit sale.

- a) After Master Developer or Assignee/Purchaser and Buyer enter into a contract of sale with a Workforce II Addendum, Master Developer shall present to the County for its review and approval a “Terms of Sale Package” that demonstrates that the Buyer and the terms of the sale qualify as a Workforce II Unit sale.
- b) A certification from the Consultant, supported by the material described in subparagraph (b), stating that the Consultant has examined the documentation provided by the proposed Buyer in light of the requirements for Workforce II housing, and that the Buyer qualifies thereunder;
- c) Copies of the documents described in Exhibit C-1, constituting the County’s Buyer Application Form and supporting documents, executed under penalty of perjury;
- d) A copy of the proposed Purchase and Sale Agreement and Workforce II Addendum between the Buyer and Master Developer with sufficient detail to allow the County to confirm that the proposed sale to the proposed Buyer complies with Master Developer’s obligations for Workforce II housing.

8. Homebuyer Documents and Securities Instruments.

- a. Occupancy Covenants. Prior to the sale of each designated Workforce II Unit, Master Developer shall ensure that the eligible Workforce II Buyer executes an owner-occupancy restriction in a form substantially as attached hereto as Exhibit C-2 that obligates the Workforce II Buyer to reside in the Workforce II Unit for a minimum of one (1) year after the close of escrow (“Occupancy Covenant”). The Occupancy Covenant shall be recorded against the Workforce II Unit at close of escrow.
- b. Such additional documents shall be executed by the Workforce II Buyer and included in the escrow for the purchase of such Workforce II Unit.

SECTION 6. Release of Designated Workforce II Unit in Phase 1.

- (a) The covenants and conditions herein contained shall apply to and bind during their respective

periods of fee ownership, Master Developer and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the parcels containing a designated Workforce II Unit and shall run with and burden such parcels until terminated in accordance with this Section.

(b) Until portions of the Property are released from the burdens of this Agreement pursuant to this Section, the owners of fee title to the Property shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in such property.

(c) As a Workforce II Unit is sold to a Workforce II Buyer, whether retroactively qualified or not, and a Buyer's Occupancy Restriction is recorded against such unit, the Workforce II Unit shall be released from the burdens of this Agreement. In addition, in the event a home within Phase 1 of the Project that is not designated herein as a Workforce II Unit is sold as a Workforce II Unit to a Workforce II Buyer, (i) such sale will be credited against the Phase 1 Workforce II requirement, and (ii) one of the Workforce II Units designated herein shall be released from the burdens of this Agreement, as selected by Master Developer.

(d) Concurrent with the recordation of the Buyer's Occupancy Restriction against a designated Workforce II Unit as identified in Section 3, a Release of Designation, as shown in Exhibit D shall be recorded against such unit. County agrees to deliver Master Developer the Release of Designation for a lot within five (5) days after the County confirms that proposed Buyer and the terms of the sale qualify as a Workforce II Unit sale, so that it may be recorded concurrently with the grant deed and Occupancy Covenant.

SECTION 7. Default and Remedies. In the event either party is in default under this Agreement, (including incorporated portions of the DDA and the Amended and Restated FIA) that remains uncured within 30 days after the non-defaulting party delivers the defaulting party notice of such default, the non-defaulting party shall have the right to exercise all available legal or equitable actions and remedies, including those set forth in the DDA and Amended and Restated FIA.

SECTION 8. Appointment of Other Agencies. At its sole discretion, the Agency may designate, appoint or contract with any other public agency, for-profit or nonprofit organization to perform some or all of the Agency's obligations under this Agreement.

SECTION 9. Notices.

(a) All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE COUNTY:  
County of Monterey  
Economic Development Department  
1441 Schilling Place - North  
Salinas, CA 93901  
Attn: Director

With a copy to:  
County of Monterey  
Office of County Counsel  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901

TO THE MASTER DEVELOPER:  
UCP East Garrison, LLC  
99 Almaden Boulevard, Ste. 400  
San Jose, CA 95113  
Attn: James W. Fletcher

With a copy to:  
Century Communities  
7815 North Palm Avenue, Suite 101  
Fresno, CA 93711  
Attention: Holly Traube Cordova, Esq.

- (b) Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

**SECTION 10. Integration with Other Agreements; Modifications.**

This Agreement is intended to implement the DDA, the Master Developer First Implementation Agreement, the Amended and Restated First Implementation Agreement and the Letter Agreement, and the terms and intent of such Agreements shall inform the construction of this Agreement. No modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

**SECTION 11. Duration and Amendment of Agreement.**

This Agreement shall remain in effect for so long as the requirements for the development and sale of Workforce II Units in Phase 1 of the Project remain unfulfilled.

**SECTION 12. Applicable Law.**

This Agreement shall be governed by California law.

**SECTION 13. Waivers.**

(a) Any waiver by the Agency or County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Agency or County to take action on any breach or default of Master Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Master Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement.

(b) Consent by the Agency or County to any act or omission by Master Developer shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Agency or County's written consent to future waivers.

SECTION 14. Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

SECTION 15. Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

SECTION 16. Severability.

In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

SECTION 17. Exhibits.

The following exhibits are attached to this Agreement:

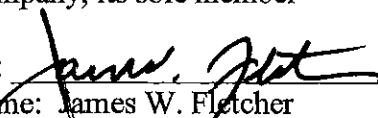
Exhibit A	Form of Designation of Workforce II Housing Unit
Exhibit B	Location of Workforce II Units
Exhibit C-1	County's Buyer Application Form
Exhibit C-2	Occupancy Covenant
Exhibit D	Release of Designation of Workforce II Housing Unit

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**MASTER DEVELOPER:**

UCP EAST GARRISON, LLC, a Delaware limited liability company

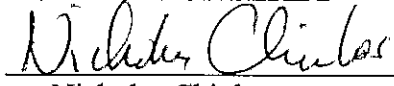
By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By:   
Name: James W. Fletcher  
Title: President

**APPROVED AS TO FORM**

By:   
Name: Brian P. Briggs  
Deputy County Counsel

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY**

By:   
Name: Nicholas Chiulos  
Title: Assistant County Administrative Officer

SEE ATTACHED NOTARY CERTIFICATE



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**

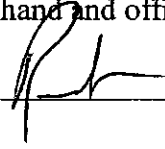
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) SS.

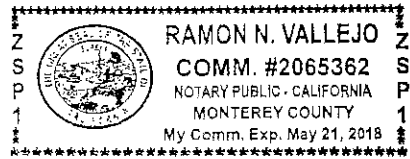
On December 12, 2017 before me, Ramon N. Vallejo  
Notary Public, personally appeared James W. Fletcher

\_\_\_\_\_, 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)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Monterey )

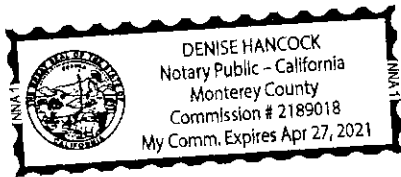
On December 12, 2017 before me, Denise Hancock, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Nicholas Chiulas  
Name(s) of Signer(s)

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 Denise Hancock  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

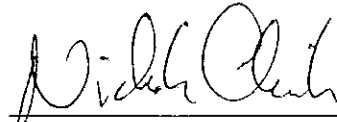
Signer Is Representing: \_\_\_\_\_

**ACCEPTANCE AND CONSENT TO RECORDATION**

This is to certify that the interest in real property conveyed by the Designation of Workforce II Housing Agreement dated December 12, 2017 from UCP EAST GARRISON LLC, a Delaware Limited Liability Company, to THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY is hereby accepted by on December 12, 2017 by the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY and the grantee consents to recordation thereof by its duly authorized officer.

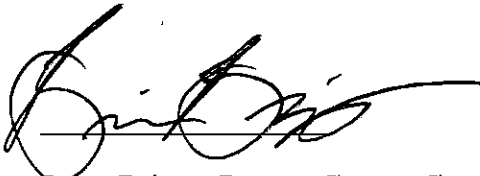
**GRANTEE**  
THE SUCCESSOR AGENCY TO  
THE REDEVELOPMENT  
AGENCY OF THE COUNTY OF  
MONTEREY

Dated: 12-12-17



\_\_\_\_\_  
Nicholas Chiulos  
Assistant County Administrative  
Officer

Approved as to Form:



Brian Briggs, Deputy County Counsel

Dated: \_\_\_\_\_

**EXHIBIT A**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Monterey  
Economic Development Department  
1441 Schilling Place - North  
Salinas, CA 93901  
Attn: Director

No fee for recording pursuant to  
Government Code Section 27383

*(Space above for Recorder's Use)*

**DESIGNATION OF WORKFORCE II HOUSING UNIT**

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

Lots 287 to 291, inclusive, 293, 300, 301, 304 through 306, inclusive, 308 through 310,  
inclusive, 312, 756 through 768, inclusive, and 773 through 788, inclusive, as shown on  
the Final Map of Tract No. 1489, East Garrison Phase 1, filed for Record on June 28,  
2014, in Volume 24 of Cities and Towns, at Page 7, Official Records of Monterey  
County

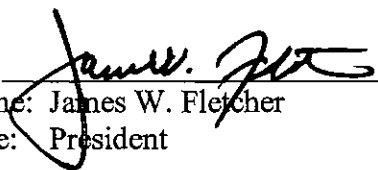
is hereby designated, reserved and restricted for sale to a Workforce II Buyer, qualified by the  
County of Monterey, at a Workforce II Purchase Price.

Upon recordation of an Occupancy Covenant pursuant to that Designation of Workforce II  
Housing Agreement, dated \_\_\_\_\_, 2017, between the Successor Agency to the  
Redevelopment Agency of the County of Monterey and UCP East Garrison, LLC, this  
designation shall cease and a "Release of Designation" shall be recorded.

**MASTER DEVELOPER:**

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By:   
Name: James W. Fletcher  
Title: President

SEE ATTACHED  
NOTARY CERTIFICATE

ACKNOWLEDGEMENT

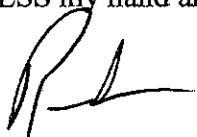
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

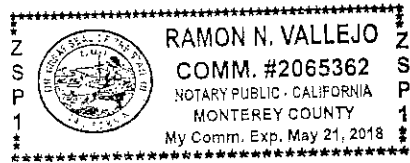
STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF MONTEREY )

On December 12, 2017 before me, Ramon N. Vallejo, Notary Public, a Notary Public, personally appeared James W. Fletcher, 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)

**EXHIBIT B**  
**LOCATION OF WORKFORCE II UNITS**

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

Lots 287 to 291, inclusive, 293, 300, 301, 304 through 306, inclusive, 308 through 310, inclusive, 312, 756 through 768, inclusive, and 773 through 788, inclusive, as shown on the Final Map of Tract No. 1489, East Garrison Phase 1, filed for Record on June 28, 2014, in Volume 24 of Cities and Towns, at Page 7, Official Records of Monterey County, California.

**EXHIBIT C-1  
COUNTY'S BUYER APPLICATION FORM**

**DOCUMENTS REQUIRED FOR "TERMS OF SALE PACKAGE"**

Applicants for Monterey County's Affordable Housing Programs must be income and asset qualified. This process requires the following documentation to be submitted by each member of the household over the age of 18, whether or not they are working or will be on the loan:

- Fully completed and signed County's ASSET/LIABILITY STATEMENT
- Original signed and dated County's Authorization to Release Information form
- Copies of Federal tax returns for the last 2 years, signed and dated in blue ink in the "perjury" section of the form including all pages, attachments and schedules of the return along with the following:
  - Copies of all W-2's
  - Interest paid back-up documentation (1099s)
  - Copy of complete filed K-1 statement
- If self-employed or receiving income from a business, a copy of a Year-To-Date Profit and Loss Statement for the business, signed and dated in blue ink, as of the end of the most recent month
- Copies of pay stubs for the most recent one-month period. INCOME IS ANNUALIZED BASED ON GROSS INCOME FROM PAY STUBS AND/OR OTHER MEANS OF VERIFYING CURRENT INCOME. IT IS NOT BASED ON GROSS INCOME FROM TAX RETURNS.
- Household members over the age of 18 but not working are required to submit a signed/dated affidavit explaining their situation. If the household member is a student, they are required to submit both a copy of their most recent grades and a copy of their current class schedule.
- Copies of all pages of the last 2 months statements for all checking, savings, retirement accounts, brokerage accounts, etc. with explanations\* for all unidentifiable deposits that are \$200 or more
- If divorced or separated, copy of the filed divorce decree or legal separation agreement and a copy of the settlement statements. If scheduled to receive spousal and/or child support but not receiving it, a signed/dated affidavit explaining the situation

\*The following perjury statement must be added to the end of any explanation/statement/letter before the applicant's signature and date of signature:

"I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF  
THE STATE OF CALIFORNIA THAT THE FOREGOING  
STATEMENT/INFORMATION IS TRUE AND CORRECT."

**Additional information and/or documentation may be required.**

ASSET/LIABILITY STATEMENT: Inclusionary and First Time Home Buyer Programs Housing Development Department, Housing Office: BUYER					
BUYER INFORMATION		BUYER INFORMATION -- SPOUSE ONLY			
Name:		Name:			
Social Security No.:		Social Security No.:			
Unmarried( <u>circle one</u> ): <u>single, divorced, or widowed</u> Married Separated Domestic Partner (certificate)		Unmarried( <u>circle one</u> ): <u>single, divorced, or widowed</u> Married Separated Domestic Partner (certificate)			
No. of Dependents:	Ages:	No. of Dependents:	Ages:		
Present Address (street, city, state, zip): Own Rent No. of years: _____		Present Address (street, city, state, zip): Own Rent No. of years: _____			
Home Phone:	Work Phone:	Home Phone:	Work Phone:		
ASSETS AND LIABILITIES Completed: Jointly; Not Jointly					
ASSETS:	Cash or Market Value	LIABILITIES: List the creditor's name for all outstanding debts, including auto loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc.			
Cash on hand	\$				
List checking and savings accounts (name and account number) below		Name of Company	Monthly payment:	Unpaid balance:	
Name and address:			\$	\$	
Account no.:	\$				
Name and address:			\$	\$	
Account no.:	\$				
Name and address:			\$	\$	
Account no.:	\$				
Name and address:			\$	\$	
Account no.:	\$				
Stocks / Bonds (company name; description):	\$		\$	\$	
Life insurance net cash value	\$		\$	\$	
Sub-total Liquid Assets:	\$				
Real Estate owned (market value)	\$	Alimony/Child Support/Spousal support:	\$	\$	
Net worth of business (es) owned:	\$	Job related expenses: child care, Union due	\$	\$	
Autos owned (make year)	\$	Loan (s) against 401K	\$	\$	
<b>TOTAL ASSETS</b>	\$	<b>TOTAL MONTHLY PAYMENTS</b>	\$		
		<b>TOTAL LIABILITIES</b>	\$	\$	
Schedule of Real Estate Owned: List property address and indicate S if SOLD, PS if PENDING SALE, R if being RENTED S, PS, R		PROPERTY TYPE	MARKET VALUE	MORTGAGE AMOUNT	GROSS RENTAL INCOME
"I certify under the PENALTY OF PERJURY that the foregoing information is TRUE and CORRECT."		"I certify under the PENALTY OF PERJURY that the foregoing information is TRUE and CORRECT."			
X	Date:	X	Date:		



**EXHIBIT C-2**  
**OCCUPANCY COVENANT**

TO BE RECORDED AND WHEN RECORDED  
RETURNED TO:

COUNTY OF MONTEREY  
Economic Development Department  
1441 Schilling Place - North  
Salinas, CA 93901  
Attn: Director

SPACE ABOVE THIS LINE  
FOR RECORDING USE

**BUYER'S OCCUPANCY RESTRICTION**

WHEREAS, \_\_\_\_\_ [ASSIGNEE], a \_\_\_\_\_ corporation (herein called "SELLER") wishes to sell certain real property located at \_\_\_\_\_ (herein called "Property") located in the County of Monterey and more specifically described in the attached Exhibit "A" which is incorporated herein by this reference; and

WHEREAS, SELLER wishes to sell the Property upon certain terms and conditions, relating to the affordability of the Property, and in compliance with the East Garrison Disposition and Development Agreement ("East Garrison DDA") approved by the Redevelopment Agency of County of Monterey ("County") on October 4, 2005; and

WHEREAS, the East Garrison DDA requires certain covenants affecting the sale and use of the Property; and

WHEREAS, pursuant to the East Garrison DDA, said covenants are to be held, and enforced, by the County; and

WHEREAS, the work performed by SELLER to develop the Property, the public nature of the East Garrison DDA, and the price at which the Property is being sold by SELLER to Buyer reflects value of the covenants set forth below; and

NOW, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Buyer(s) hereby agree that the Property shall be subject to these BUYER'S OCCUPANCY RESTRICTIONS (the "Restrictions").

1. Buyer hereby covenants and agrees as follows:

(a) The Buyer shall occupy the Property as his or her primary residence for a minimum of one (1) year, and shall not lease or rent the Property to any person or entity during that period. County shall have the right to monitor whether the Property is owner-occupied by

requesting that the Buyer provide County, no more frequently than semi-annually, with a written certification under penalty of perjury that the Property is owner-occupied, accompanied by supporting documentation reasonably satisfactory to County. In the event of a breach or threatened breach of this Paragraph 1(a) of these Restrictions, County, or its successors or assigns shall be entitled to institute legal action to enforce performance of this Paragraph 1 and to obtain an injunction requiring the owner to occupy the Property.

(b) Prior to any resale of the Property within this one (1) year period, the seller and the proposed buyer shall provide to the County a certification of continued owner occupancy, in a form provided by County, and shall submit it to County for approval. Said certification shall demonstrate that the proposed buyer will occupy the Property as the principal place of residence for the remainder of the one (1) year period required by these Restrictions. If the certification is approved, County shall execute and acknowledge a Consent to Resale in the form attached hereto as Exhibit "B", which is incorporated herein by this reference. **SUCH APPROVED CERTIFICATION OF CONTINUED OWNER OCCUPANCY SHALL BE DELIVERED INTO THE ESCROW FOR SUCH SALE OF THE PROPERTY AND SHALL BE RECORDED IN THE OFFICIAL RECORDS OF THE RECORDER OF THE COUNTY OF MONTEREY, CALIFORNIA, IMMEDIATELY PRIOR TO THE RECORDATION OF THE GRANT DEED EFFECTING SUCH SALE.**

4. No violation or breach of these Restrictions shall defeat or render invalid or in any way impair the lien or charge of the purchase money mortgage, deed of trust, or other security interest made by the original holder of the purchase money mortgage in good faith and for value; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, trustee's sale or otherwise.

5. Notwithstanding any other provision of law, these Restrictions shall run with the land and shall be enforceable against the Buyer and any successors' interest by County and County's successors in interest.

6. These Restrictions, without regard to technical classification or designation, shall be binding for the benefit of the County and its successors and assigns for the entire one (1) year period during which such covenants shall be in force and effect, without regard to whether the County or its successors and assigns are or remain an owner of any land or interest therein to which such covenants relate. These Restrictions shall automatically terminate and be removed as an encumbrance on the date that is one (1) year after the recordation thereof in the Official Records of the County. In the event of a breach of any such covenants, County or its successors and assigns, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other proper proceedings to enforce the curing of such breach.

7. These Restrictions shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

8. In the event that any portion or provision of these Restrictions is found to be unenforceable, the remaining provisions shall remain in effect.

IN WITNESS WHEREOF, \_\_\_\_\_ has/have caused this instrument to be executed as of \_\_\_\_\_, 20\_\_.

BUYER

\_\_\_\_\_  
\_\_\_\_\_



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 \_\_\_\_\_

(Seal)

EXHIBIT "A"

Property Description

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

COUNTY OF MONTEREY  
Economic Development Dept./Housing Office  
1441 Shilling Place - North  
Salinas, CA 93901  
Attn: Director

SPACE ABOVE THIS LINE  
FOR RECORDING USE

CONSENT TO RESALE

Pursuant to the terms of the BUYER'S OCCUPANCY RESTRICTION ("Restrictions")  
executed by \_\_\_\_\_ and \_\_\_\_\_, a single person,  
husband and wife, (hereinafter, "Owner") in favor of the COUNTY OF MONTEREY  
("COUNTY"), dated \_\_\_\_\_, 20\_\_ and recorded on \_\_\_\_\_, \_\_\_\_ in the Official  
Records of the Recorder of the County of Monterey, California as Instrument No.  
\_\_\_\_\_, and in reliance of the Certificate of Continued Owner Occupancy executed by  
\_\_\_\_\_ and \_\_\_\_\_, a single person/husband and wife, (hereinafter  
"Buyer"), and to be recorded as part of the escrow for the resale, COUNTY hereby consents to  
the sale by Owner to Buyer of the real property described as follows (the "Property"):

The Property is and shall remain subject to the terms of the Restrictions. This consent shall be  
revocable by COUNTY in the event that the Restrictions are or have been violated by either  
Seller or Buyer.

COUNTY OF MONTEREY

\_\_\_\_\_  
David L. Spaur, CEcD, EDFP, Economic Development Director

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 \_\_\_\_\_

(Seal)



**EXHIBIT D**  
**RELEASE OF DESIGNATION OF WORKFORCE II UNIT**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Monterey  
Economic Development Department  
1441 Schilling Place - North  
Salinas, CA 93901  
Attn: Director

No fee for recording pursuant to  
Government Code Section 27383

*(Space above for Recorder's Use)*

**RECITALS**

WHEREAS, that certain real property located in the County of Monterey, State of California, described as follows:

Lots \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, and \_\_ as shown on the Final Map of Tract No. 1489, East Garrison Phase 1, filed for Record on June 28, 2014, in Volume 24 of Cities and Towns, at Page 7, Official Records of Monterey County,

as more fully described in EXHIBIT A (the "Property") was the subject of a DESIGNATION OF WORKFORCE II HOUSING UNIT (hereinafter, "Designation"), recorded in the Office of the Monterey County Recorder on \_\_\_\_\_, 2017, as Document No. \_\_\_\_\_;

WHEREAS, the Designation placed certain restrictions with regard to the sale of the Unit;

WHEREAS, on \_\_\_\_\_, the Property was determined to have been sold as a Workforce II Housing Unit, consistent with the Designation.

NOW, THEREFORE, be it known as follows:

Termination of the Designation of Unit: The Designation recorded as Document No. \_\_\_\_\_ on \_\_\_\_\_, 2017, is of no further force and effect as to the Property.

*[signatures on next page]*

COUNTY OF MONTEREY

\_\_\_\_\_  
David L. Spaur, CEcD, EDFP, Economic Development Director

**ACKNOWLEDGMENT**

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 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 \_\_\_\_\_

(Seal)