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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California
Attention: Executive Director

No fee for recording pursuant to
Government Code Section 27383

Stephen L. Vagnini
Monterey County
Recorder

OFFICIALS
12/07/07 08:44:49
Receipt # 506184
Cashier RANJELIQUE
From Doc # 2007091263
To Doc # 2007091263
Filer
2007091263
Fee \$0.00
Total Fee \$0.00
Taxes \$0.00
Other \$0.00
** TOTAL

PLEASE KEEP THIS RECEIPT FOR REFERENCE

**DEED RESTRICTION AND
REGULATORY AGREEMENT
PRESTON PARK**

This Deed Restriction and Regulatory Agreement (the "Agreement") is made and entered into as of this 6th day of Dec., 2007 by and between the Redevelopment Agency of the City of Marina, a public body corporate and politic (the "Agency"), and the Fort Ord Reuse Authority, a political subdivision of the State of California ("FORA").

RECITALS

A. The Agency is responsible for the implementation of the Marina/Fort Ord Redevelopment Plan ("Redevelopment Plan") which provides for the redevelopment of property located in the City of Marina that was formerly part of the Fort Ord Army Base.

B. FORA is the owner of that certain property located within the former Fort Ord Army Base, commonly referred to as Preston Park as more particularly described in Exhibit A attached hereto (the "Property"). There is currently located on the Property 354 residential units which are leased and operated pursuant to a lease agreement between the Agency, FORA and Mid-Peninsula Housing Management Corporation.

C. The Agency as a term of an Option Agreement related to the Marina Heights project agreed to ensure that an adequate number of very low, low and moderate income housing units necessary to comply with Health and Safety Code Section 33413(b)(2)(A) as applied to the Marina Heights development would be provided in the Project Area. The Agency in order to meet the requirements of Health and Safety Code Section 33413(b)(2)(A) must restrict the Property in accordance with this Regulatory Agreement in order to meet the Agency's obligations pursuant to Health and Safety Code Section 33413(b)(2)(A) as such obligations arise from the development of the Marina Heights development.

D. The Property is also required to comply with the City of Marina inclusionary housing requirements which require that 40% of all existing housing units at the Former Fort Ord

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Army Base that were occupied as of July 1, 2003 be affordable to very low, low and moderate income households.

E. Pursuant to Health and Safety Code Section 33413, the Agency must require the recordation of covenants or restrictions which ensure that the Affordable Units restricted in satisfaction of Health and Safety Code Section 33413(b) remain available for occupancy by very low, low and moderate income households at affordable housing cost for fifty-five (55) years.

F. The following covenants and restrictions are recorded against the Property to ensure compliance with Health and Safety Code Section 33413.

THEREFORE, the Agency and the Owner hereby agree as follows.

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the Agency shall provide the Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Affordable Units" shall mean the Very Low Income Units and the Low Income Units.

(d) "Agency" shall mean the Redevelopment Agency of the City of Marina.

(e) "Agreement" shall mean this Regulatory Agreement.

(f) "Assumed Household Size" shall mean a household of one person in the case of a studio unit, two persons in the case of a one bedroom unit, 3 persons in the case of a two-bedroom unit, 4 persons in the case of a three-bedroom unit, and 5 persons in the case of a four-bedroom unit.

(g) "Development" shall mean the Property and the 354 residential units to be developed on the Property, as well as all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(h) "FORA" shall mean the Fort Ord Reuse Authority and its successors and assigns to the Development.

(i) "Low Income Household" means a household with an Adjusted Income that does not exceed eighty percent (80%) of Median Income.

(j) "Low Income Units" shall mean the Units that, pursuant to Section 2.1 below, are required to be occupied by Low Income Households.

(k) "Median Income" shall mean the median gross yearly income, adjusted for household size, in the County of Monterey, California, as published from time to time by the State of California. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the Agency shall provide other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(l) "Property" shall mean the parcel of real property located in Marina, California, as more particularly described in Exhibit A.

(m) "Qualifying Household" shall mean a Very Low Income Household or Low Income Household.

(n) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: (1) use and occupancy of the Unit and land and associated facilities, including parking; (2) any separately charged fees or service charges assessed which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable television service or any other utility or service permitted to be excluded from the calculation of Rent pursuant to the terms of 25 California Code of Regulations Section 6918; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than FOR A, and paid by the Tenant.

(o) "Tenant" shall mean a household occupying a Unit.

(p) "Term" shall mean the term of this Agreement, which shall commence on the date of this Agreement and shall continue until the fifty fifth (55) anniversary of the date of this Agreement.

(q) "Unit" shall mean one of the 354 units located on the Property.

(r) "Very Low Income Household" shall mean persons and households whose incomes do not exceed the qualifying limits for very low income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 as such limits shall be published by the California Department of Housing and Community Development.

(s) "Very Low Income Units" shall mean the Units that, pursuant to Section 2.1 below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirement. Nineteen (19) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. Thirty Two (32) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households. The remaining Units may be rented at market rate rents. Notwithstanding anything in this Agreement, no Tenant occupying a Unit as of the date of this Agreement shall be required to vacate such Unit in order to ensure compliance with the occupancy requirements of this Section. After the Effective Date of this Agreement, as Units become Vacant, Units shall be rented to Very Low or Low Income Households in accordance with this Section 2.1 until such time as the number of Units occupied by Very Low Income Households and the number of Units occupied by Low Income Households meets the requirements of this Section 2.1.

Section 2.2 Allowable Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Low Income Units shall not exceed one-twelfth (1/12) of thirty percent of sixty percent (60%) of Median Income, adjusted for Assumed Household Size. Initial rents for the Affordable Units shall be approved by the Agency prior to occupancy, which shall be approved if they comply with this Agreement. All rent increases for the Affordable Units shall also be subject to Agency approval. The Agency shall provide the Owner with a schedule of maximum permissible rents for the Affordable Units annually.

Section 2.3 Increase Income of Tenants.

(a) Increase from Very Low Income to Low Income. If, upon recertification of the income of a Tenant of an Affordable Unit, the Agency determines that a former Very Low Income Household's Adjusted Income has increased and exceeds the qualifying income for a Very Low Income Household set forth in Section 1.1(r), but does not exceed the maximum qualifying income for a Low Income Household, then, upon expiration of the Tenant's lease:

- (1) Such Tenant's Unit shall be considered a Low Income Unit;
- (2) Such Tenant's Rent may be increased to a Low Income Rent, upon sixty (60) days' written notice to the Tenant; and
- (3) The next available Unit shall be rented to a Very Low Income Household at Rent not exceeding the maximum Rent specified in Section 2.2 to comply with the requirements of Section 2.1 and Section 2.2 above.

(b) Non-Qualifying Household. If, upon recertification of the income of a Tenant of an Affordable Unit, the Agency determines that a former Very Low Income Household or a Low Income Household has an Adjusted Income exceeding the maximum qualifying income for a Low Income Household, such Tenant shall be permitted to continue occupying the Unit and upon expiration of the Tenant's lease and upon sixty (60) days written

notice, the Rent may be increased to the fair market rent, and the next available Unit shall be rented to a Very Low Income Household or Low Income Household, as applicable, to meet the requirements of Section 2.1 above.

(c) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household) as the income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very Low Income Unit or Low Income Unit) shall be redetermined. In any event, the occupancy requirements set forth in section 2.1 above shall be maintained for the Term of this Agreement.

Section 2.4 Other Rules. If the Development is subject to state or federal rules governing funding sources such as low-income housing tax credits (the "Other Rules"), the provisions of the Other Rules regarding assumed household size, shall apply in place of the provisions set forth in the applicable sections of this Agreement. Upon such time as the requirements of the Other Rules no longer apply to the Development, the terms and conditions of this Agreement shall govern the occupancy of this Development.

Section 2.5 Nondiscrimination. Agency and FORA shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Owner shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Qualifying Households renting any of the Affordable Units shall complete and provide to the Agency, immediately prior to initial occupancy and annually thereafter, income certifications. The Agency shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

ARTICLE 4
PROPERTY MANAGEMENT AND MAINTENANCE

Section 4.1 Property Maintenance. For the entire Term of this Agreement, the Development shall maintain all interior and exterior improvements, and landscaping shall be maintained in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

ARTICLE 5
MISCELLANEOUS

Section 5.1 Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. No preference shall be given to any particular class or group of persons in renting or selling the Units, except to the extent that the Affordable Units are required to be leased to Very Low Income Households and Low Income Households and to the extent the Agency requires a local preference conforming to the limits of State and federal fair housing laws. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI), age, ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Agency or any person claiming under or through the Agency, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

Section 5.2 Section 8 Certificate Holders. Persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor shall be accepted as Tenants on the same basis as all other prospective Tenants. Section 8 certificate or voucher holders shall not be subject to selection criteria that is more burdensome than criteria applied to all other prospective Tenants, and management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants shall not be allowed.

Section 5.3 Term. The provisions of this Agreement shall apply to the Property for the entire Term. This Agreement shall bind any successor, heir or assign of the Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the Agency.

Section 5.4 Covenants to Run With the Land. The Agency and FORA hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire.

Section 5.5 Enforcement by the Agency. The Agency shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The Agency may bring an action at law or in equity to compel performance of the obligations under this Agreement, and/or for damages.

(b) Other Remedies. The Agency may exercise any other remedy provided under this Agreement to the extent applicable by law.

Section 5.6 Attorneys Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 5.7 Recording and Filing. The Agency and FORA shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Monterey.

Section 5.8 Governing Law. The laws of the State of California shall govern this Agreement.

Section 5.9 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the Agency in writing, but no waiver by the Agency of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

Section 5.10 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Monterey.

Section 5.11 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Agency and FORA have executed this Agreement by duly authorized representatives, all on the date first written above.

FORT ORD REUSE AUTHORITY,
a political subdivision of the State of
California

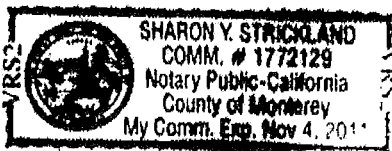
Michael A. Houlemard, Jr.
Executive Officer

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

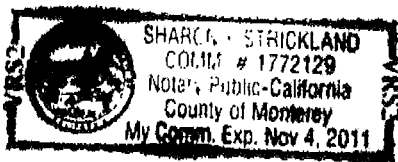
On December 6, 2007 before me,
Sharon Y. Strickland, a Notary Public in and for said State,

personally appeared Michael A. Houlemard, Jr. 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, State of California



Redevelopment Agency of the City of
Marina, a public body, corporate and politic

BY: *Anthony Altfeld*

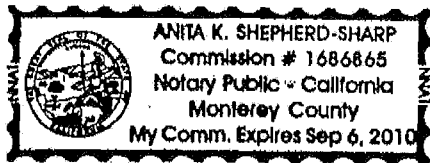
Its: EXECUTIVE DIRECTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On December 6, 2007 before me,
Anita Shepherd-Sharp, a Notary Public in and for said State,

personally appeared Anthony Altfeld 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.



Anita Shepherd-Sharp
Notary Public, State of California

Exhibit A – Preston Park Legal Description

LEGAL DESCRIPTION

Order No.: 00010602

The land referred to herein is situated in the State of California, County of Monterey, City of MARINA described as follows:

CERTAIN REAL PROPERTY SITUATE IN THE MONTEREY CITY LANDS TRACT NO. 1, AND THE FORTH ORD MILITARY RESERVATION, CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 1" DIAMETER PIPE TAGGED LS 5992 AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN 10.983 ACRE TRACT OF LAND SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 20, RECORDS OF SAID COUNTY, SAID POINT BEING IN THE NORTHWESTERLY LINE OF IMJIN ROAD (200 FEET WIDE AT THIS POINT); THENCE FROM SAID POINT OF BEGINNING ALONG SAID ROAD LINE

- (1) S. 50° 00' 00" W., 1070.93 TO INTERSECTION WITH THE LINE OF THE IMJIN ROAD AS SHOWN MAP FILED IN VOLUME 20 OF SURVEYS AT PAGE 91, RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE
- (2) CURVING TO THE LEFT ON A CIRCULAR ARC OF 920.00 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS S. 17° 10' 52" E., THROUGH AN ANGLE OF 15° 37' 32", FOR A DISTANCE OF 250.90 FEET TO INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL 1 AS SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 136, RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1
- (3) N. 37° 47' 27" W., 184.01 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (4) N. 39° 13' 07" W., 90.79 FEET TO A 3/4" PIPE TAGGED LS 5992 AT THE NORTHERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF PARCEL A AS SHOWN ON MAP FILED IN VOLUME 20 OF SURVEYS AT PAGE 73, RECORDS OF SAID COUNTY; THENCE LEAVE THE BOUNDARY OF SAID PARCEL 1 AND ALONG THE BOUNDARY OF SAID PARCEL A
- (5) N. 35° 51' 23" W., 88.89 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (6) N. 27° 50' 36" W., 42.36 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE

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LEGAL DESCRIPTION - continued
Order No.:00010602

- (7) S. 86° 28' 40" W., 142.05 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (8) S. 46° 41' 42" W., 647.53 FEET, AT 499.17 FEET A 3/4" PIPE TAGGED LS 5992 AT THE MOST WESTERLY CORNER OF SAID PARCEL A, SAID POINT BEING IN THE NORTH LINE OF ABRAMS ROAD, 647.53 FEET TO A POINT; THENCE
- (9) CURVING TO THE LEFT ON A CIRCULAR OF 1300 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS S. 73° 15' 04" W., THROUGH AN ANGLE OF 17° 16' 39" FOR A DISTANCE OF 392.02 FEET TO A POINT; THENCE TANGENTIALLY
- (10) CURVING TO THE LEFT ON A CIRCULAR ARC OF 600.00 FEET RADIUS, THROUGH AN ANGLE OF 39° 12' 36", FOR A DISTANCE OF 410.61 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (11) N. 36° 12' 00" W., 25.07 FEET TO A 1" PIPE TAGGED LS 5992 IN THE EASTERLY LINE OF MACARTHUR DRIVE; THENCE CONTINUING ALONG SAID ROAD LINE
- (12) N. 4° 27' 00" W., 106.41 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY
- (13) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 115 FEET RADIUS, THROUGH AN ANGLE OF 51° 57' 24" FOR A DISTANCE OF 104.28 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY ON A REVERSE CURVE
- (14) CURVING TO THE LEFT ON A CIRCULAR ARC OF 380.00 FEET RADIUS, THROUGH AN ANGLE OF 41° 15' 04", FOR A DISTANCE OF 273.59 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY
- (15) N. 6° 15' 20" E., 264.25 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY
- (16) CURVING TO THE LEFT ON A CIRCULAR ARC OF 330.00 FEET, THROUGH AN ANGLE OF 50° 58' 25", FOR A DISTANCE OF 293.59 FEET TO A 5/8" REBAR TAGGED LS 5992 AT THE MOST SOUTHERLY CORNER OF PARCEL 2 SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 131, RECORDS OF SAID COUNTY; THENCE LEAVE SAID ROAD

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LEGAL DESCRIPTION - continued
Order No.:00010602

LINE AND ALONG THE BOUNDARY OF SAID PARCEL 2,

- (17) N. 45° 16' 56" E., 41.69 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (18) N. 6° 28' 31" E., 164.33 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (19) N. 7° 26' 13" W., 81.75 FEET TO A 1" PIPE TAGGED LS 5992; THENCE LEAVE THE BOUNDARY OF SAID PARCEL 2
- (20) N. 40° 07' 01" E., 144.14 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (21) N. 57° 43' 34" E., 376.83 FEET TO A 3/4" PIPE TAGGED LS 5992 AT THE MOST WESTERLY CORNER OF PARCEL 2 SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 132, RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY THEREOF
- (22) S. 82° 58' 54" E., 247.20 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (23) S. 21° 19' 33" E., 266.04 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (24) S. 10° 32' 27" E., 91.09 FEET TO A 3/4" PIPE TAGGED LS 5992 IN THE NORTH LINE OF BAILEY COURT (47 FEET WIDE) AT A POINT NOW DESIGNATED "A"; THENCE CONTINUING ALONG SAID BOUNDARY AND ROAD LINE
- (25) CURVING TO THE LEFT ON A CIRCULAR ARC OF 256.50 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS N. 6° 25' 27" E., THROUGH AN ANGLE OF 18° 58' 43" FOR A DISTANCE OF 84.96 FEET; THENCE TANGENTIALLY
- (26) N. 77° 26' 44" E., 28.76 FEET TO A POINT IN THE WESTERLY LINE OF WITTENMEYER COURT; THENCE LEAVE SAID LINE OF BAILEY COURT AND ALONG THE LAST MENTIONED STREET LINE
- (27) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 623.50 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC BEARS N. 79° 36' 20" E., THROUGH AN ANGLE OF 20° 21' 30", FOR A

Continued on next page

LEGAL DESCRIPTION - continued
Order No.:00010602

- DISTANCE OF 221.54 FEET TO A POINT; THENCE TANGENTIALLY
- (28) N. 9° 57' 50" E., 76.52 FEET; THENCE TANGENTIALLY
- (29) CURVING TO THE LEFT ON A CIRCULAR ARC OF 10.00 FEET RADIUS, THROUGH AN ANGLE OF 88° 58' 22" FOR A DISTANCE OF 15.53 FEET; THENCE TANGENTIALLY
- (30) N. 79° 00' 38" W., 51.37 FEET; THENCE TANGENTIALLY
- (31) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 60.00 FEET RADIUS, THROUGH AN ANGLE OF 102° 56' 21", FOR A DISTANCE OF 107.80 FEET; THENCE TANGENTIALLY
- (32) N. 23° 55' 47" E., 51.31 FEET; THENCE TANGENTIALLY
- (33) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 50.00 FEET RADIUS, THROUGH AN ANGLE OF 61° 30' 59" FOR A DISTANCE OF 53.68 FEET; THENCE TANGENTIALLY
- (34) N. 85° 26' 46" E., 24.82 FEET; THENCE TANGENTIALLY
- (35) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 56.00 FEET RADIUS, THROUGH AN ANGLE OF 90° 26' 50", FOR A DISTANCE OF 88.40 FEET; THENCE TANGENTIALLY
- (36) S. 4° 06' 24" E., 64.06 FEET; THENCE TANGENTIALLY
- (37) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 300.00 FEET RADIUS, THROUGH AN ANGLE OF 14° 04' 14", FOR A DISTANCE OF 73.67 FEET; THENCE TANGENTIALLY
- (38) S. 9° 57' 50" W., 78.59 FEET; THENCE TANGENTIALLY
- (39) CURVING TO THE LEFT ON A CIRCULAR ARC OF 576.50 FEET RADIUS, THROUGH AN ANGLE OF 33° 14' 58", FOR A DISTANCE OF 334.55 FEET; THENCE TANGENTIALLY
- (40) S. 23° 17' 09" E., 48.26 FEET TO A POINT IN THE NORTH LINE OF PRESTON DRIVE (60 FEET WIDE); THENCE LEAVE SAID LINE OF WITTENMEYER COURT AND ALONG SAID LAST MENTIONED ROAD LINE

Continued on next page

LEGAL DESCRIPTION - continued
Order No.:00010602

- (41) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 385 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS S. 19° 47' 10" E., THROUGH AN ANGLE OF 11° 40' 00", FOR A DISTANCE OF 78.40 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE LEAVE SAID ROAD LINE
- (42) N. 3° 43' 03" E., 717.96 FEET TO A 3/4" PIPE TAGGED LS 5992 AT THE NORTHEASTERLY CORNER OF SAID PARCEL 2; THENCE LEAVE THE BOUNDARY THEREOF
- (43) S. 88° 03' 19" E., 356.13 FEET TO A 1 1/2" PIPE TAGGED RCE 15310 AT THE MOST WESTERLY CORNER OF THE AFORESAID 10.983 ACRE TRACT OF LAND; THENCE ALONG THE BOUNDARY THEREOF
- (44) S. 30° 15' 18" E., 73.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (45) S. 77° 30' 18" E., 215.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (46) N. 32° 15' 32" E., 157.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (47) S. 57° 44' 28" E., 510.01 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (48) S. 32° 15' 32" W., 173.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (49) S. 38° 50' 48" E., 173.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (50) N. 65° 59' 42" E., 77.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (51) S. 10° 00' 18" E., 555.01 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (52) S. 21° 14' 42" W., 405.01 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (53) S. 40° 00' 08" E., 37.32 FEET TO THE POINT OF BEGINNING.

Continued on next page

LEGAL DESCRIPTION - continued
Order No.:00010602

EXCEPTING THEREFROM THE FOLLOWING LANDS AS SHOWN ON THE FILED
MAPS OR AS CONVEYED TO:

- A. THE PENINSULA OUTREACH WELCOME HOUSE BY DEED RECORDED MARCH 9, 1996 IN REEL 3344 OF OFFICIAL RECORDS AT PAGE 386.
- B. THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY BY DEED RECORDED JULY 3, 1996 IN REEL 3391 OF OFFICIAL RECORDS AT PAGE 843.
- C. THE MONTEREY COLLEGE OF LAW, MONTEREY, CALIFORNIA, A NON-PROFIT TAX EXEMPT ORGANIZATION, ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA, BY DEED RECORDED JUNE 26, 1997 IN REEL 3536 OF OFFICIAL RECORDS AT PAGE 1007.
- D. SHELTER PLUS, A CALIFORNIA NON-PROFIT CORPORATION, BY DEED RECORDED SEPTEMBER 1998 AS RECORDER'S SERIES NO. 9862781, OFFICIAL RECORDS.
- E. THAT PORTION OF SAID LAND DESIGNATED AS "S.2.4 UC HABITAT CORRIDOR" ON THE MAP ENTITLED "PRESTON PARK FAMILY HOUSING (E4.4)", AND DESIGNATED AS PARCEL 5 ON SURVEY MAP FILED ON NOVEMBER 14, 1994 IN VOLUME 19 OF SURVEY MAPS AT PAGE 20.
- F. PARCELS A AND B AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ON SEPTEMBER 27, 1996, IN VOLUME 20 OF SURVEY MAPS AT PAGE 73.

SAID LAND IS SHOWN AS PARCEL "A" ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ON MAY 8, 2000, IN VOLUME 23, OF SURVEY MAPS AT PAGE 79.

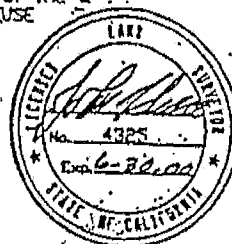
A. P. N.: 031-081-016

A. P. N.: 031-121-004

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF FORT ORD REUSE AUTHORITY IN JULY 1999.

John T. Seace
 JOHN T. SEACE
 L.S. 4325
 STATE OF CALIFORNIA
 EXPIRES 30 JUNE 2000



RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF FORT ORD REUSE AUTHORITY THIS FIFTH DAY OF MAY, 2000, AT 12:57 PM, IN VOLUME 23 OF SURVEY MAPS AT PAGE 79, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

JOSEPH F. PITTA
 COUNTY RECORDER

SERIAL NO. 200029187

Joseph F. Pitta
 DEPUTY

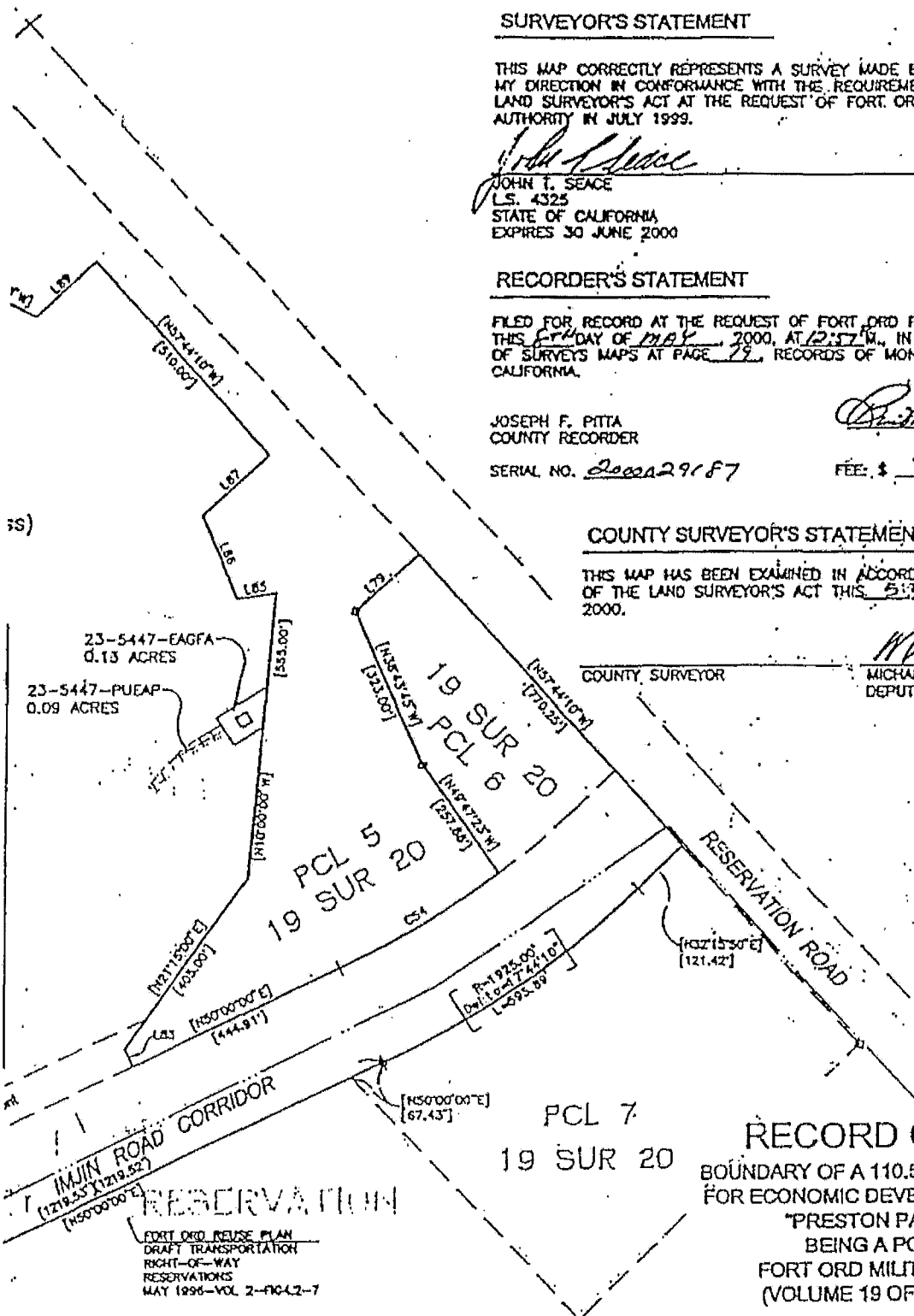
FEE: \$ 7.00

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT THIS FIFTH DAY OF MAY, 2000.

COUNTY SURVEYOR

Michael K. Welch
 MICHAEL K. WELCH, L.S. 3485
 DEPUTY COUNTY SURVEYOR



RECORD OF SURVEY

BOUNDARY OF A 110.55 ACRE PARCEL OF LAND FOR ECONOMIC DEVELOPMENT CONVEYANCE "PRESTON PARK, MARINA 1-A" BEING A PORTION OF THE FORT ORD MILITARY RESERVATION (VOLUME 19 OF SURVEYS, PAGE 1) IN RANCHO LAS SALINAS, MONTEREY CITY LANDS, TRACT No. 1, THE CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA by

#s of Bearings

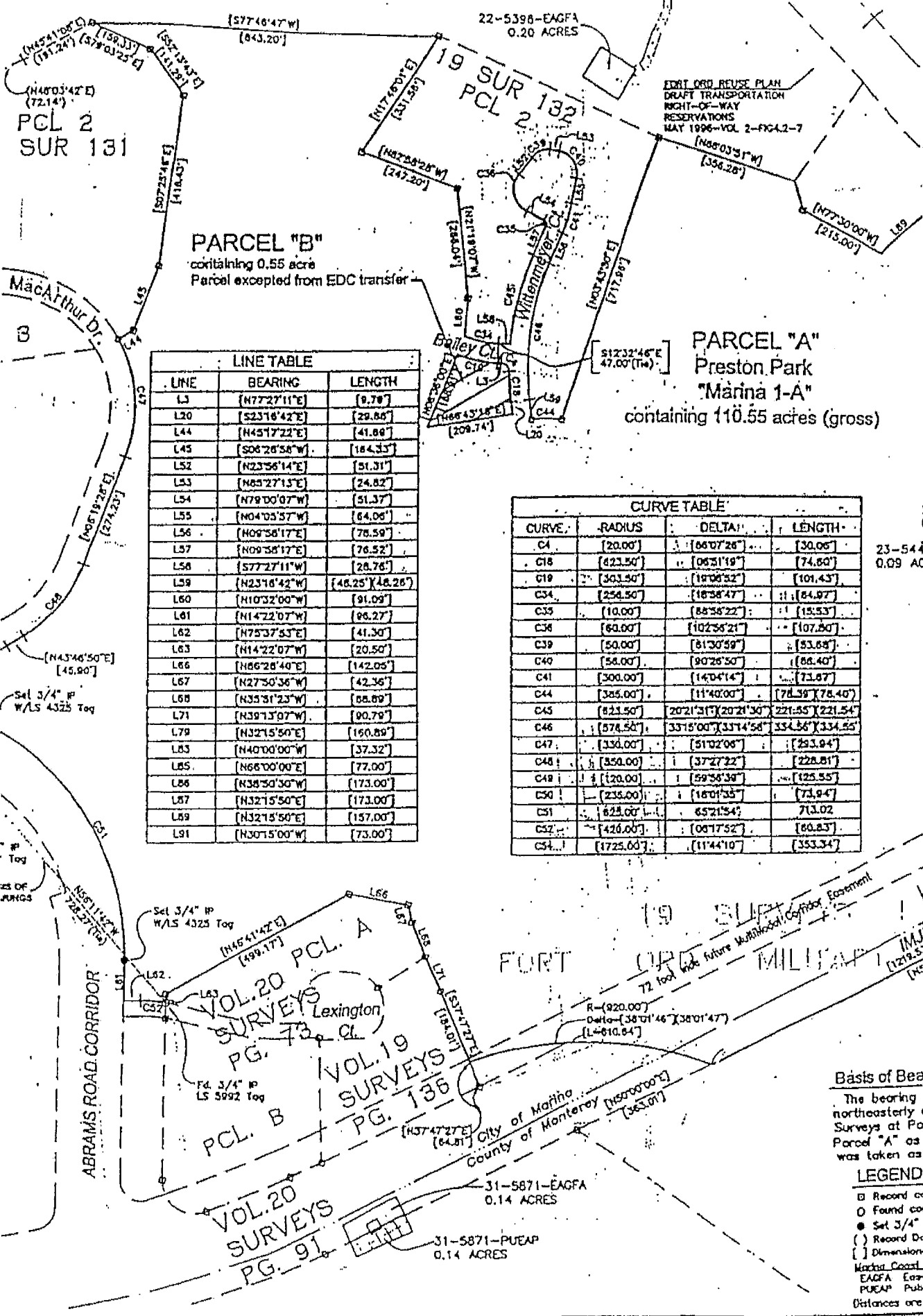
1) bearing of N56°11'42\"

LEGEND

- 1) Record corner monument not located as part of this survey
- 2) Found corner monument as noted
- 3) Set 3/4\"
- 4) Record Date
- 5) Dimensional data (not field measured)



101 FA. Box 803 • Marina, CA 92023-0803 • 408/745-2274 FAX 408/745-2274



LINE TABLE

LINE	BEARING	LENGTH
L3	(N77°27'11"E)	(9.78)
L30	(S23°18'42"E)	(29.88)
L44	(N45°17'22"E)	(41.88)
L45	(S06°28'56"W)	(184.35)
L52	(N23°56'14"E)	(51.31)
L53	(N63°27'13"E)	(24.82)
L54	(N79°00'07"W)	(51.37)
L55	(N04°03'57"W)	(64.08)
L56	(N09°58'17"E)	(78.59)
L57	(N09°58'17"E)	(78.52)
L58	(S77°27'11"W)	(28.78)
L59	(N23°18'42"W)	(48.25) (48.28)
L60	(N10°32'00"W)	(91.09)
L61	(N14°22'07"W)	(98.27)
L62	(N75°37'53"E)	(41.30)
L63	(N14°22'07"W)	(20.50)
L66	(N66°28'40"E)	(142.05)
L67	(N27°50'36"W)	(42.36)
L68	(N35°31'23"W)	(88.89)
L71	(N39°13'07"W)	(90.79)
L79	(N32°15'50"E)	(160.89)
L83	(N40°00'00"W)	(37.32)
L85	(N66°00'00"E)	(77.00)
L86	(N38°30'30"W)	(173.00)
L87	(N32°15'50"E)	(173.00)
L89	(N32°15'50"E)	(157.00)
L91	(N30°15'00"W)	(73.00)

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	(20.00)	(66°07'28")	(30.06)
C18	(223.50)	(96°31'19")	(74.80)
C19	(303.50)	(119°06'32")	(101.43)
C34	(256.50)	(18°58'47")	(84.97)
C35	(10.00)	(88°56'22")	(15.53)
C36	(60.00)	(102°56'21")	(107.80)
C39	(50.00)	(81°30'59")	(53.68)
C40	(58.00)	(90°28'50")	(86.40)
C41	(300.00)	(14°04'14")	(73.87)
C44	(385.00)	(11°40'00")	(78.59) (78.40)
C45	(823.50)	(20°21'31") (20°21'30")	(221.55) (221.54)
C46	(578.50)	(33°15'00") (33°14'58")	(334.56) (334.55)
C47	(330.00)	(51°02'08")	(293.84)
C48	(350.00)	(37°27'22")	(228.81)
C49	(20.00)	(59°56'38")	(125.55)
C50	(235.00)	(18°01'35")	(73.94)
C51	(823.00)	(65°21'54")	(73.02)
C52	(420.00)	(08°17'52")	(80.83)
C54	(1725.00)	(11°44'10")	(353.34)

Basis of Bearings
The bearing is
northeasterly or
Surveys at Point
Parcel "A" as
was taken as

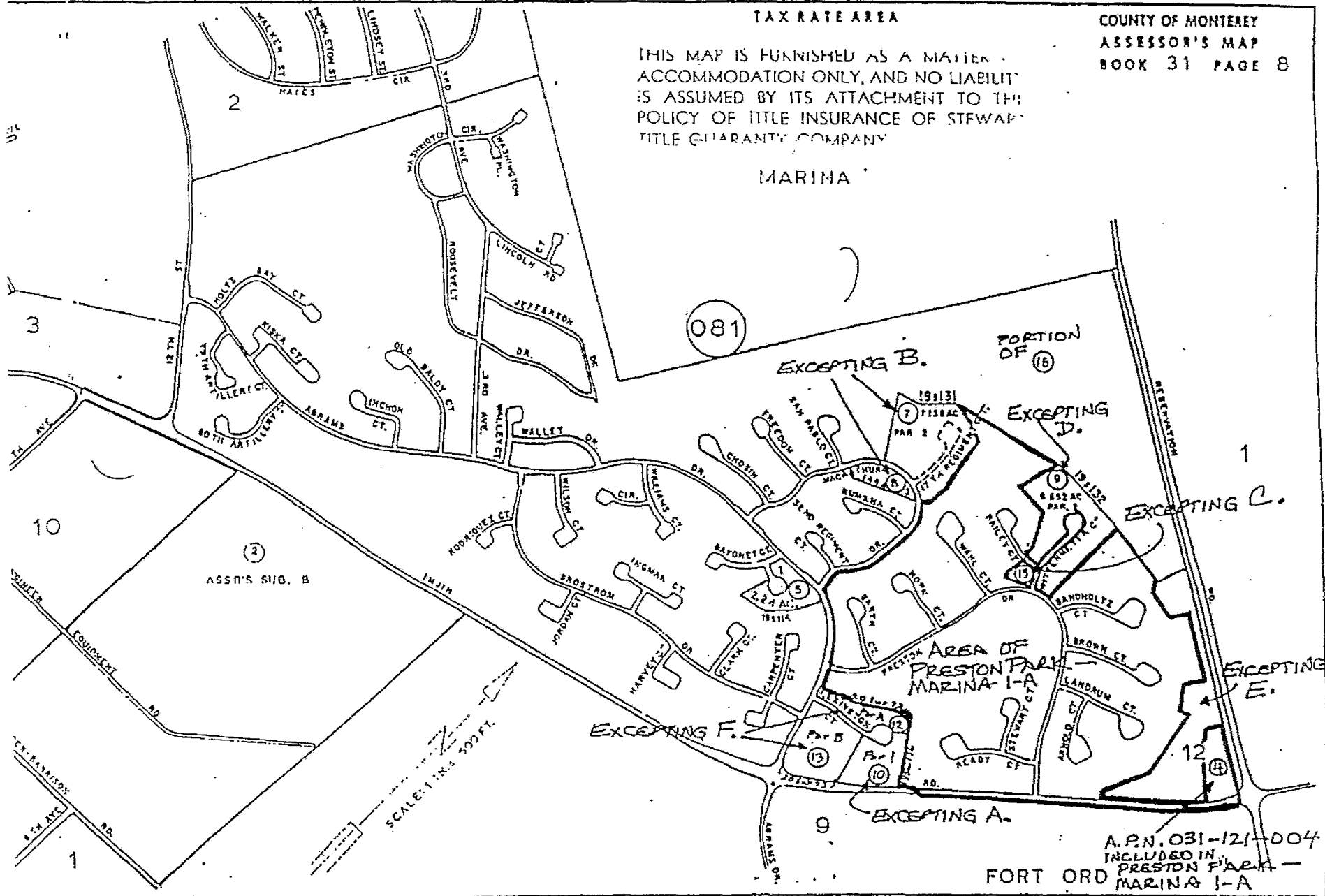
LEGEND
 □ Record cor
 ○ Found cor
 ● Set 3/4" I
 () Record Dr
 [] Dimension
 Mchd Coast
 EAGFA Eas
 PUCAP Pub
 Distances are

TAX RATE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 31 PAGE 8

THIS MAP IS FURNISHED AS A MATTER OF
ACCOMMODATION ONLY, AND NO LIABILITY
IS ASSUMED BY ITS ATTACHMENT TO THE
POLICY OF TITLE INSURANCE OF STEWARD
TITLE GUARANTY COMPANY

MARINA



081

PORTION OF 18

ASSN'S SUB. B

AREA OF
PRESTON PARK
MARINA I-A

A.P.N. 031-121-004
INCLUDED IN
PRESTON PARK
MARINA I-A

SCALE: 1 IN. = 500 FT.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California
Attention: Executive Director

No fee for recording pursuant to
Government Code Section 27383

**AMENDMENT TO
DEED RESTRICTION AND
REGULATORY AGREEMENT
PRESTON PARK**

This Amendment to the Deed Restriction and Regulatory Agreement (the "Amendment") is made and entered into as of this 14 day of MAY, 2009 by and between the Redevelopment Agency of the City of Marina, a public body corporate and politic (the "Agency"), and the Fort Ord Reuse Authority, a political subdivision of the State of California ("FORA").

A. The Agency and FORA entered into that certain Deed Restriction and Regulatory Agreement dated December 6, 2007 and recorded in the official records of the County of Monterey on December 7, 2007 as Document No. 2007091263 ("Agreement").

B. The Agreement provided for certain units located at that property more commonly referred to as Preston Park and more particularly described in Exhibit A attached hereto and incorporated herein (the "Property") to be restricted to household with incomes at or below lower income or very low income. The purpose of the Agreement was to ensure that an adequate number of very low, low and moderate income units necessary to comply with Health and Safety Code Section 33413(b)(2)(A) with respect to the Marina Height Developer were provided within the time periods required by Health and Safety Code Section 33413 (b)(4). As a result in changes in the schedule of development for Marina Heights, the affordable units required pursuant to the Agreement will not be needed within the timeframes originally projected.

C. The Agency and FORA now desire to amend the Agreement pursuant to the terms of this Amendment in order to set forth a schedule for the implementation of the affordability requirements of the Agreement.

THEREFORE, the Agency and the Owner hereby agree as follows.

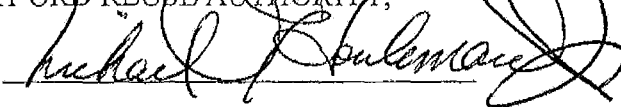
1. Occupancy Requirement. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

Section 2.1 Occupancy Requirement. Nineteen (19) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. Thirty-Two (32) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households. The remaining Units may be rented at market rate rents. Notwithstanding anything in this Agreement, no Tenant in possession when this Agreement takes effect shall be required to vacate such Unit to comply with the occupancy requirements of this Section. As Units become Vacant, they shall be rented to Very Low or Low Income Households in accordance with the tenant income qualification requirements imposed on the Marina Heights project as a condition of approval. The Agency shall no later than June 30th of each year provide to FORA and the Preston Park management agent a schedule of the target number of units to be occupied by Very Low Income and Low Income Households by the end of the following June until such time as the maximum number of Affordable Units required pursuant to this Agreement are occupied by the Very Low Income Households or Low Income Households. Notwithstanding the Agency's annual target for Very Low Income and Low Income Units, no existing household shall be required to vacate a unit in order to meet the annual Affordable Unit target.

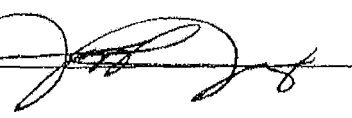
2. Effect of Amendment. Unless otherwise specifically amended by this Amendment all provisions of the Agreement shall remain in full force and effect. To the extent there are conflicts between this Amendment and the Agreement, this Amendment shall control.

3. Defined Terms. Defined terms not otherwise defined in this Amendment shall have the definitions set forth in the Agreement.

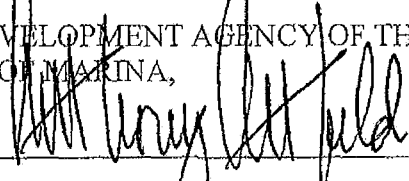
IN WITNESS WHEREOF, the Agency and FORA have executed this Agreement by duly authorized representatives, all on the date first written above.

FORT ORD REUSE AUTHORITY,
By: 
Its: EXECUTIVE OFFICER

ATTEST:

By: 

AGENCY:

REDEVELOPMENT AGENCY OF THE
CITY OF MARINA,
By: 
Its: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

By: 

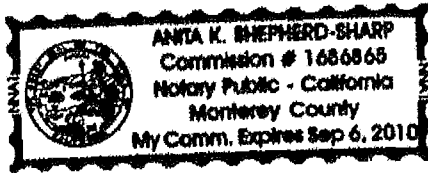
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Monterey

On May 14, 2009 before me, Anita Shepherd-Sharp, Notary Public

personally appeared Anthony J. Altfeld



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/hers/their authorized capacity(ies), and that by his/hers/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 Anita Shepherd-Sharp
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

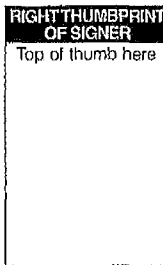
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment To Deed Restriction & Regulatory Agreement
Document Date: May 14, 2009 Number of Pages: 2
Signer(s) Other Than Named Above: Michael Houlemard

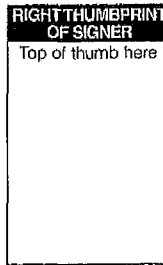
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

- Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Monterey

On May 19, 2009 before me, Sharon Y. Strickland, Notary
(Here insert name and title of the officer)

personally appeared Michael A. Houlihan, Jr.

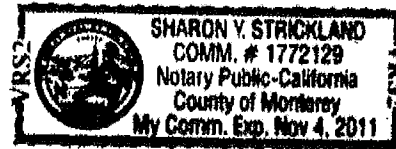
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument 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.

Sharon Y. Strickland
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Amendment to Deed</u> <small>(Title or description of attached document)</small>	
<u>Restriction + Regulatory Bond</u> <small>(Title or description of attached document continued)</small>	
Number of Pages <u>2</u>	Document Date <u>5-14-09</u>
<small>(Additional information)</small>	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
<small>(Title)</small>	
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document