

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN: 070-112-017

AMENDMENT NO. 1 (RELATING TO PARCEL 17) TO THE
AGREEMENT ESTABLISHING RESTRICTIONS AND OBLIGATIONS
FOR REAL PROPERTY (PARCELS 1-35)

THIS AMENDMENT is made and entered into this ____ day of _____,
20__, by and between FREDRICK G. KERR AND JUDY K. KERR, TRUSTEES OF
THE FRED KERR AND JUDY KERR REVOCABLE TRUST DATED APRIL 7, 1997,
hereinafter referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political
subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, on August 5, 2003, the Board of Supervisors duly adopted
Resolution No. 2003-264 whereby the County entered into an "Agreement Establishing
Obligations And Restrictions For Real Property (Parcels 1-35)" (hereinafter referred to
as the "Original Agreement"), which was recorded as Document No. 2003-090603 on
August 12, 2003, of the Official Records in the office of the County Recorder of the
County of San Luis Obispo and which is incorporated by reference herein as though set
forth in full; and

ck. title rpt.

WHEREAS, Owner is the successor in interest to the original Subdivider as to Parcel 17 of Parcel Map COAL 00-0292 (which was recorded in Book 59, Pages 17 through 25, inclusive, of Parcel Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California) and, as such, is bound by the terms and provisions of the Original Agreement; and

WHEREAS, Owner and County desire to make certain amendments to the Original Agreement as it relates to Parcel 17, while otherwise continuing the Original Agreement in full force and effect; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on Parcel 17 of Parcel Map COAL 00-0292.

NOW, THEREFORE, in consideration of County approval of Conditional Use Permit DRC2014-00025 amending previously-approved Development Plan D000195D, and the benefits conferred thereby on Owner and Owner's Property, and in further consideration of the mutual promises, covenants and conditions herein contained, the parties hereto amend the Original Agreement as it relates to Parcel 17 of Parcel Map COAL 00-0292 as follows:

1. The location of the designated building site for Parcel 17 shown on Exhibit B of the Original Agreement is hereby changed and is shown on Exhibit A attached hereto and incorporated by reference herein as though set forth in full. All residential development (including a residence, detached garage, guest house, and sheds) on Parcel 17 shall be located completely within the new designated building site shown on Exhibit A.

2. Paragraph 8 of the Original Agreement, as it relates to notices given to the Owner of Parcel 17, is hereby amended to read as follows:

8. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices shall be addressed as follows:

To the County: Director of Planning and Building
County of San Luis Obispo
976 Osos Street, Room 300
San Luis Obispo, California 93408

To the Owner: Kerr Revocable Trust
9250 North Forty Road
Atascadero, California 93442

Either party may change such address by providing notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

3. Except as expressly amended herein, all provisions of the Original Agreement shall remain in full force and effect.

4. This amendment sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any of said matters are hereby superseded or terminated in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of this day and year first above written.

OWNER

FREDRICK G. KERR, TRUSTEE OF THE
FRED KERR AND JUDY KERR REVOCABLE
TRUST DATED APRIL 7, 1997

JUDY K. KERR, TRUSTEE OF THE
FRED KERR AND JUDY KERR REVOCABLE
TRUST DATED APRIL 7, 1997

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____

APPROVED AS TO CONTENT:

JAMES A. BERGMAN, AICP
Director of Planning and Building

By: _____

Dated: _____

[NOTE: This amendment will be recorded. All signatures to this amendment must be
acknowledged by a notary.]
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CONSENT OF LIENHOLDER

JP MORGAN CHASE BANK, National Association ("Lienholder"), beneficiary under that certain Deed of Trust dated June 19, 2009, recorded June 23, 2009, as Document No. 2009-033574 of the Official Records in the office of the County Recorder of the County of San Luis Obispo, hereby consents to the "Amendment No. 1 (Relating to Parcel 17) To The Agreement Establishing Restrictions And Obligations For Real Property (Parcels 1-35)" entered into between Fredrick G. Kerr And Judy K. Kerr, Trustees of the Fred Kerr and Judy Kerr Revocable Trust Dated April 7, 1997, and the County of San Luis Obispo, recorded concurrently herewith, and joins in the execution hereof solely as Lienholder and hereby agrees that in the event of a foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said covenant and agreement restricting use of property.

SIGNED AND EXECUTED this _____ day of _____, 20 ____

LIENHOLDER

JP MORGAN CHASE BANK, National
Association

By: _____
its _____

[NOTE: This Consent of Lienholder will be recorded. All signatures to this document must be acknowledged by a notary.]

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