



2000-0080081

NO FEE DOCUMENT

Recorded	REC FEE	.00
Official Records		
County Of		
SANTA BARBARA		
KENNETH A. PETTIT		
Recorder		
LARRY G. HERRERA		
Assistant	bgc	
02:09PM 19-Dec-2000	Page 1 of 13	

Recording requested by and  
When recorded, mail to:

County of Santa Barbara  
105 East Anapamu Street, Room 105  
Santa Barbara, CA 93101  
Attn: Affordable Housing Manager

NO FEE DOCUMENT PURSUANT TO  
GOVERNMENT CODE SECTION 27383

13

**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

This Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is made as of this 21 day of ~~NOVEMBER~~ 2000 by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as the "Lender"), and Housing Authority of the County of Santa Barbara, a political subdivision of the State of California, (hereinafter referred to as the "Owner").

**RECITALS**

A. The Owner owns real property located at 370 Mathilda and 375 Ellwood Beach Drive, in the community of Goleta, County of Santa Barbara, California as more particularly described in Exhibit A (the "Property") upon which the Owner has purchased four residential buildings which include sixty – eight (68) units of multi-family rental housing (the "Development").

B. The Lender has received HOME Investment Partnership Program funds ("HOME Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low income persons and families.

C. Owner has received a loan from Lender of HOME Funds in the amount of Six Hundred Thousand Dollars (\$600,000) to provide permanent financing for the Development (hereinafter referred to as the "Loan").

D. As further consideration for this funding and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, the ownership, and management of the

Development. The covenants in this Agreement are intended to run with the land and be binding on the Owner and its successors and assigns in the Property.

E. Lender intends to apply the Assisted Units restricted through this Agreement towards satisfaction of its redevelopment inclusionary housing requirement under Health and Safety Code Section 33413(b) as permitted in Health and Safety Code Section 33413(b)(2)(A)(ii).

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned funding, the Owner and the Lender hereby agree as follows:

## 1. DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Agreement or attached exhibits.

1.1 **"ASSISTED UNIT"** means one of the eight (8) Units with restricted occupancy and rents pursuant to this Agreement that has been designated as an Assisted Unit. A Unit shall not be considered an Assisted Unit until the Unit has been made available for occupancy.

1.2 **"AREA MEDIAN INCOME"** means the median income for the Santa Barbara/Santa Maria/Lompoc Primary Metropolitan Statistical Area, with adjustments for household size, as determined from time to time by the United States Department of Housing and Urban Development ("HUD") pursuant to the United States Housing Act of 1937, as amended, or such other method of median income calculation applicable to the Lender that HUD may hereafter adopt in connection with said Act.

1.3 **"DEED OF TRUST"** means that certain deed of trust, placed on the Property as security for the Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.4 **"DEVELOPMENT"** means the six residential buildings located on the Property containing no less than sixty – eight (68) units of housing with appurtenant parking and site improvements on the Property.

1.5 **"LENDER"** is the County of Santa Barbara, a political subdivision of the State of California, and its officers, officials, directors, employees, agents and authorized representatives.

1.6 **"LOAN"** means the loan of HOME funds made by the Lender to the Owner for the Development pursuant to the Loan Agreement and the Note.

1.7 **"LOAN AGREEMENT"** is the Loan Agreement executed by and between the Owner and the Lender, setting forth the terms and conditions governing the Loan.

1.8 **"LOAN DOCUMENTS"** are collectively the Loan Agreement, the Note evidencing the Loan, the Deed of Trust securing the Note, and this Agreement as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.9 **"NOTE"** means the promissory note executed by the Owner in favor of the Lender evidencing the Loan, which is secured by the Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory notes.

1.10 **"OWNER"** means the County of Santa Barbara, a political subdivision of the State of California.

1.11 **"PROPERTY"** means the real property described in Exhibit A attached hereto and incorporated herein, including the Development.

1.12 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a Very Low Income Household.

1.13 **"VERY LOW-INCOME HOUSEHOLD"** means a household whose annual income does not exceed fifty percent (50%) of the Area Median Income.

1.14 **"UNIT"** means a housing unit in the Development.

1.15 **"TERM"** means the term of this Agreement described herein.

## **2. THE OWNER'S OBLIGATIONS**

2.1 **COMPLIANCE WITH LOAN DOCUMENTS.** The Owner's actions with respect to the Property and the use of funds from the Loan shall at all times be in full conformity with all of the requirements of the Loan Documents, including but not limited to the insurance requirements contained therein.

2.2 **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall remain in full force and effect until forty (40) years following the date of close of escrow the Loan.

2.3 **COMPLIANCE WITH PROGRAM REQUIREMENTS.** The Owner shall comply with all requirements imposed on projects assisted under the HOME program as contained in 42 U.S.C. 12701, et seq., 24 CFR Part 92, and other implementing rules and regulations.

### 3. DEVELOPMENT OCCUPANCY AND RENTS

3.1 **OCCUPANCY OF DEVELOPMENT.** The Owner shall limit for the full term of this Agreement the rental of eight (8) Units, which shall be designated as Assisted Units. The Assisted Units must be occupied, or reserved for occupancy by, Qualifying Households. Assisted Units restricted by this Agreement shall be of comparable quality with comparable amenities as unrestricted Units. Within thirty (30) days close of escrow on the Loan the Owner shall identify the eight (8) Units in the Development which will be the Assisted Units for the Term of this Agreement. The sizes and the affordability of the Assisted Units shall be as follows:

<u>No. of Units</u>	<u>Bedrooms</u>	<u>Rents</u>
1	Studio	50%
2	Studio	60%
1	One – Bedroom	50%
4	One – Bedroom	60%

3.2 **MAXIMUM RENTAL CHARGES.** For each Assisted Unit, the total charges for monthly rent, utilities, and related services to each Qualifying Household shall not exceed the lesser of one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income or the fair market rents as determined by HUD. Maximum rents for each Assisted Unit shall be set by the Lender within sixty (60) days of the close of escrow. Annual rent increases shall be calculated by Lender based on the change in permissible rents published annually by HUD. Households occupying Assisted Units shall be given at least thirty (30) days written notice prior to any rent increase. *p.r. 8078* *Har*

3.3 **INCOME CERTIFICATION AND INCREASES IN TENANT INCOMES.** The income levels and other qualifications of applicants for Assisted Units shall be certified prior to initial occupancy and recertified yearly by the Owner. In the event that recertification of a Very Low-Income Household's income indicates that the household's income exceeds the maximum designated for a Very Low-Income Household, the household shall be permitted to continue to occupy the Assisted Unit.

In such event, Borrower shall rent the next available Unit to a Qualified Household. Upon rental of the next available unit to a Qualified Household, the rent restrictions of Section 3.2 above shall no longer apply with respect to the Assisted Unit whose household experienced the increase in income and the next available unit shall become an Assisted Unit.

#### 3.4 **LEASING THE DEVELOPMENT.**

Before leasing any Assisted Unit, the Owner shall submit its proposed lease for the Lender's review and approval. The term of the Lease shall be for no less than one year and shall not contain any provision which is prohibited by 24 CFR Section 92.253(b) and any modifications thereto. Any termination of the Lease or refusal to renew must be in conformance with 24 CFR 92.253(c), as amended, and must be preceded by not less than thirty (30) days written notice to the tenant by the Owner specifying the grounds for the action. The Owner shall include in leases for all Assisted Units provisions which provide that the household is subject to annual certification of income and that the tenancy of the household shall be immediately

regarding the household's qualification as a Very Low-Income Household or Low Income Household, as applicable. The Owner shall include in all leases for Assisted Units provisions which prohibit the household from subleasing the Assisted Unit.

B. In addition to executing a lease for an Assisted Unit, the Owner shall require that each household leasing an Assisted Unit execute a declaration of intent to occupy which shall require the household to occupy the Assisted Unit as the household's primary residence.

3.5 **TENANT SELECTION.** Before leasing the Development, the Owner must provide Lender for its review and approval the Owner's written tenant selection plan. The Owner's tenant selection plan must, at a minimum, meet the requirements for tenant selection set out in 24 CFR 92.253(e) and any modifications thereto.

3.6 **SECTION 8 CERTIFICATE HOLDERS.** <sup>AND VOUCHER</sup> The Owner will accept as tenants, <sup>OK</sup> on the same basis as all other prospective tenants, persons who are recipients of federal <sup>VOUCHERS AND</sup> certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective tenants.

3.7 **CONDOMINIUM CONVERSION.** The Owner shall not convert Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights in the Property during the term of this Agreement.

3.8 **NONDISCRIMINATION.** The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

3.9 **MARKETING PLAN.** Prior to close of escrow, the Owner shall submit to the Lender for approval its plan for marketing the rental units, including information on affirmative marketing efforts and compliance with fair housing laws and the Lender's affirmative fair marketing guidelines. Upon receipt of the marketing plan, the Lender shall promptly review the Marketing Plan and shall approve or disapprove it within thirty (30) days after submission. If the Marketing Plan is not approved, Lender shall specify its reasons for disapproval. The Owner shall submit a revised Marketing Plan within thirty (30) days of Lender's notice of disapproval. If the Lender does not approve the revised Marketing Plan, the Owner shall be in default under the terms of the Loan Agreement.

#### **4. PROPERTY MANAGEMENT**

4.1 **MANAGEMENT RESPONSIBILITIES.** The Owner is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Development. The Owner shall submit to the Lender for its approval its proposed property manager. The Owner may only remove and/or replace the property manager with the prior written consent of the Lender.

4.2 **APPROVAL OF MANAGEMENT POLICIES.** The Owner shall submit its written management policies with respect to the Development to the Lender for its review, and shall amend such policies in any way necessary to insure that such policies comply with the provisions of this Agreement, the requirements of the existing housing program under Section 8 of the United States Housing Act, or its successors, and the requirements of all lenders providing financing for the Development.

4.3 **INSPECTION AND RECORDS.** The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit any records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Development for compliance with obligations under this Agreement upon twenty – four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's management agent and to tenants of any Units.

4.4 **ANNUAL REPORT.** The Owner shall submit to the Lender (i) not later than not later than March 1st of each year, a report for the preceding period of January 1st through December 31st, showing the necessary information to allow the Lender to determine the Owner's compliance with this Agreement, and (ii) within thirty (30) days after receipt of a written request, any other information or completed forms requested by the Lender in order to comply with reporting requirements of the United States Department of Housing and Urban Development, or the State of California, or the Lender.

4.5 **FEES, TAXES, AND OTHER LEVIES.** The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

#### **5. GENERAL PROVISIONS**

5.1 **SUBORDINATION.** This Agreement shall be subordinated in priority only as provided in the Loan Agreement or to liens and encumbrances otherwise approved in writing by the Lender in its sole and absolute discretion.

5.2 **DEFAULT AND REMEDIES** In the event of any breach of any agreement or obligation under this Agreement by the Owner, the Lender shall provide written notice to the

Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the Lender determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. If the Owner fails to perform a timely cure of the specified breach, the Lender may proceed with any or all of the following remedies upon the Owner's failure to cure:

- A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
- B. Enter upon, take possession of, and manage the Property and the Development, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;
- C. After notice provided for herein, make such repairs or replacements to the Property and Development as are necessary and provide for payment thereof; or
- D. Pursue any other remedy provided under the Loan Agreement or allowed at law or in equity.

**5.3 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No officers, directors, employees and agents of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

**5.4 INDEMNITY.** The Owner shall indemnify and hold the Lender free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which the Lender may incur as a direct or indirect consequence of the Owner's failure to perform any obligations as and when required by this Agreement. This indemnity obligation shall not extend to any claim arising solely from the gross negligence or willful acts of the Lender, its agents, and its employees. The Owner's duty to indemnify the Lender shall survive the term of this Agreement.

**5.5 GOVERNING LAW.** This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

**5.6 AGREEMENT CONTROLS.** In the event that any provisions of this Agreement and any Loan Document conflict, the terms of this Agreement shall control.

**5.7 ATTORNEYS' FEES AND COSTS.** In the event that any legal or administrative action is commenced to interpret or to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

**5.8 TIME.** Time is of the essence in this Agreement.

5.9 **CONSENTS AND APPROVALS.** Any consent or approval of the Lender required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the Lender.

5.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the Lender as follows:

**Lender:** County of Santa Barbara  
105 E. Anapamu Street  
Santa Barbara, CA 93101  
Attn: Housing Finance Program Manager

**Owner:** Housing Authority of the County of Santa Barbara  
815 W. Ocean Avenue  
Lompoc, CA 93436  
Attn: Executive Director

5.11 **BINDING UPON SUCCESSORS.** All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferee, and assigns of the Owner, and the Lender, and shall run with the land for the full term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Note, any reconveyance of the Deed of Trust, or any conveyance or transfer of the Property or portion thereof.

5.12 **RELATIONSHIP OF PARTIES.** The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower shall not be construed as a joint venture, equity venture, or partnership.

5.13 **WAIVER.** Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.14 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Agreement must be in writing, and shall be made only if executed by both the Owner and the Lender.

5.15 **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a



court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

5.16 **THIRD PARTY BENEFICIARIES.** The Redevelopment Agency of the County of Santa Barbara is hereby made a third party beneficiary of this Covenant and is authorized to enforce all of the terms contained herein. This Covenant constitutes an agreement pursuant to Health and Safety Code Section 33413(b)2(B). There are no other third party beneficiaries under this Agreement.

*(BALANCE OF PAGE LEFT INTENTIONALLY BLANK)*

IN WITNESS WHEREOF, Lender and Owner have caused this Loan Agreement to be executed by their duly authorized representatives.

**APPROVED AS TO FORM:**  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: Mary McMaster  
Mary McMaster  
Deputy County Counsel

**LENDER:**  
County of Santa Barbara,  
a political subdivision of the State of California

By: Gary L. Peramisco  
Gary L. Peramisco  
Treasurer/Tax Collector  
*Signature Must Be Notarized*

**OWNER:**

Housing Authority of the County of Santa Barbara,  
a political subdivision of the State of California

**APPROVED AS TO FORM:**  
ANDREA SMUTZ  
RISK MANAGER

By: Andrea Smutz  
Andrea Smutz  
Risk Manager

By: Executive Director  
Its: EXECUTIVE DIRECTOR  
*Signature Must Be Notarized*

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*Signature Must Be Notarized*

**APPROVED AS TO FORM:**  
BOB GEIS  
AUDITOR CONTROLLER

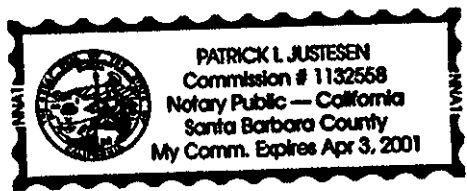
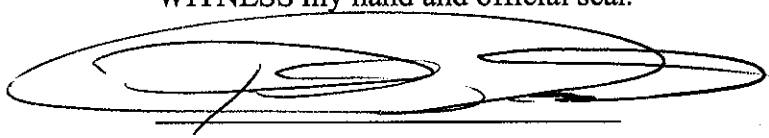
By: Brian Richard  
Brian Richard  
Specialty Accounting Division Chief

Expenditure Accounting Information  
Fund: 0066      Dept: 065  
Line Item:      Program:

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF Santa Barbara

On November 29, <sup>2000</sup>~~199~~, before me, the undersigned, a Notary Public, personally appeared Gary L. Franisco, 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.

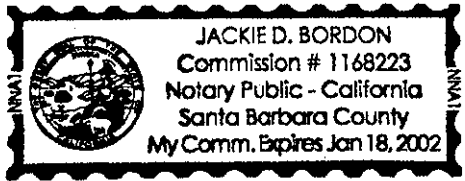
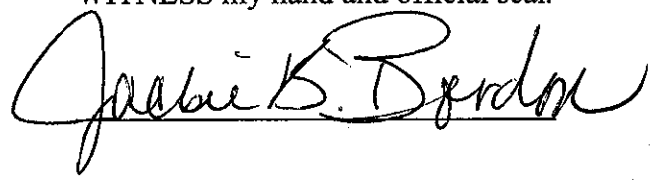
WITNESS my hand and official seal.



STATE OF CALIFORNIA )  
 )ss  
COUNTY OF Santa Barbara

On DECEMBER 11, <sup>2000</sup>~~199~~, before me, the undersigned, a Notary Public, personally appeared KAREN A. WEITZEL, 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.



**EXHIBIT A**  
**SANDPIPER LEGAL DESCRIPTION**

**DESCRIPTION:**

All that certain land situated in the State of California in the unincorporated area of the County of Santa Barbara, described as follows:

**PARCEL ONE:**

Lot 9 Block 2, Ellwood Acres No. 2, in the County of Santa Barbara, State of California according to the map thereof filed in Book 15, Page 156 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom that portion lying Easterly of a line that is parallel with and distant Westerly 30.00 feet, measured at right angles from the center line of Ellwood Beach Drive as shown on the map of a survey entitled "Lot A and portion of Lot B of Ellwood Acres" filed in Book 66, Pages 25, 26, 27 and 28 of Record of Surveys, in the office of the County Recorder of said County.

**PARCEL TWO:**

Lot 10, Block 2, Ellwood Acres No. 2 in the County of Santa Barbara, State of California, according to the map thereof filed in Book 15, Page 156 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof lying Easterly of a line that is parallel with and distant Westerly 30.00 feet, measured at right angles from the center line of Ellwood Beach Drive as shown on a map of a survey entitled "Lot A and a portion of Lot B of Ellwood Acres" filed in Book 66, Pages 25, 26, 27 and 28 of Record of Surveys, in the office of the County Recorder of said County.

**PARCEL THREE:**

Lot 11, Block 2, Ellwood Acres No. 2 in the County of Santa Barbara, State of California, according to the map thereof filed in Book 15, Page 156 in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof lying Easterly of line that is parallel with and distant Westerly 30.00 feet, measured at right angles from the center line of Ellwood Beach Drive as shown on the map of a survey from the center line of Ellwood Beach Drive as shown on the Map of Survey entitled "Lot A & Portion of Lot B of Ellwood Acres" filed in Book 66, Pages 25, 26, 27 and 28 of Record of Surveys in the office of the County Recorder of said County.

PARCEL FOUR:

Lot 14 Block 2, Ellwood Acres No. 2 in the County of Santa Barbara, State of California, according to the map thereof filed in Book 15, Page 156 in the office of the County Recorder of said County.

EXCEPTING therefrom that portion lying Westerly of line that is parallel with and distant Easterly 30.00 feet measured at right angles from the center line of Mathilda Drive as shown on the map of a survey entitled "Lot A and a portion of Lot B of Ellwood Acres" filed in Book 66, Page 25, 26, 27 and 28 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL FIVE:

Lot 13, Block 2 Ellwood Acres No. 2 in the County of Santa Barbara, State of California, according to the map thereof filed in Book 15, Page 156 in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof lying Westerly and Southerly of the following described line:

Beginning at the intersection of a line that is parallel with and distant Easterly 30.00 feet, measured at right angles from the center line of Mathilda Drive as shown on the map of a survey, entitled "Lot A and a portion of Lot B of Ellwood Acres" filed in Book 66, Pages 25, 26, 27 and 28 of Record of Surveys, in the office of the County Recorder of said County with the Northerly line of said Lot 13; thence 1<sup>st</sup>, South 0°25'30" East along said parallel line 52.00 feet to the beginning of a curve concave Northeasterly having a delta of 90°01'03" and a radius of 20.00 feet; thence 2<sup>nd</sup>, Southerly and Easterly along the arc of said curve 31.42 feet to the end of said curve and point in a line that is parallel with and distant Northerly 27.00 feet, measured at right angles, from the center line of Strehle Lane, as shown on said map of a survey, filed in Book 66, Pages 25, 26, 27 and 28 of Record Surveys; thence 3<sup>rd</sup> North 89°33'22" East along said parallel line, 99.98 feet to a point in the Easterly line of said Lot 13.