



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: JUNE 21, 2005

June 14, 2005

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1470, PEREGRINE PROPERTIES
ASSESSOR'S PARCEL NUMBER 039-182-06
SOQUEL DRIVE AT MAR VISTA DRIVE

Members of the Board:

Submitted herewith is the final map for Tract 1470 Peregrine Properties, containing three sheets. This map has been duly checked and processed by Public Works and is now submitted for your consideration.

This is the first subdivision final map to be presented to your Board since the Public Works and Planning Departments instituted new procedural policies for the review and approval of land division improvement plans in November 2004. As a result, this project has received a more intensive and cooperative review by staff than some of its predecessors, as will all future land divisions.

The final map and improvement plan have been carefully examined for conformance with the tentative map approved by the Planning Commission on April 28, 2004. The plan has been signed by the Planning Director as well as the Public Works Director. The landscape plan, as approved by the Planning Department, has been included in the improvement plan set and will be kept on file in the Public Works Department.

The following items are being submitted with the map:

Subdivision Agreement

Irrevocable Letter of Credit from Greater Bay Bancorp
in the amount of \$395,000 for the following items:

Faithful Performance Security \$ 258,000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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Labor and Materials Security	\$ 129,000
Guarantee, Warranty, and Maintenance (to be retained from Faithful Performance)	\$ 129,000
Inspection	\$ 5,000 (cash)
Taxes	\$ 8,000

The Guarantee, Warranty, and Maintenance amount of \$129,000 is not included in the total \$395,000, submitted in accordance with the Subdivision Agreement.


The affordable housing agreement for this project was recorded on June 9,2005.

The Planning Department advised us on June 1,2005, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was for Construction Inspection.


It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the final map of Tract 1470, Peregrine Properties.
2. Authorize the Director of Public Works to sign the Subdivision Agreement on behalf of the County.
3. Direct the Clerk of the Board to file the executed Subdivision Agreement and securities, execute the certificates of the Board of Supervisors and the Clerk of the Board of Supervisors, and submit the final map to the Public Works Department for recording with the County Recorder.

Yours truly,


TOM BURNS
Planning Director

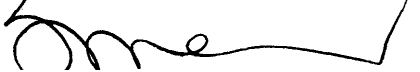
Yours truly,


THOMAS L. BOLICH
Director of Public Works

TLB:CDR:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Planning Department

Peregrine Properties

FNLMP.DOC/soquel marvista-m.wpd

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SURVEYOR'S STATEMENT

This map was made by me or under my direction and is based on a field survey performed in accordance with the Subdivision Map Act and local ordinance at the request of Cliff Bliser in May, 2005. The Survey is true as complete as shown.



Cliff Bliser 6-6-05 Date
Robert Demitt R.C.E. 20919

AUTOR - CONTROLLER'S CERTIFICATE

I hereby certify that there are no liens for unpaid State, County, municipal, or local taxes or special assessments collected as against the land included in this subdivision, and that the sum of \$0.00 is hereby paid in full for all taxes and special assessments which have not yet become a lien against said land or any part thereof.



Date: JUNE 6, 2005
Gay Knutson
Auditor-Controller of the County of Santa Cruz

COUNTY SURVEYOR'S STATEMENT

I hereby state that I have examined the Final Map and that all applicable provisions of the Subdivision Map Act and the County of Santa Cruz Ordinance have been complied with. I am satisfied that this map is technically correct and conforms with the Native Map thereof approved by the Santa Cruz Planning Commission on the 28th day of April, 2004.



Thomas L. Bolik 6/7/05
Court Surveyor: Thomas L. Bolik
R.C.E. 26582
Licens renewal date 3-31-07

CLERK OF THE JURY'S CERTIFICATE

The Clerk of the Board of Supervisors of the County of Santa Cruz hereby certifies that all certificates required by the Subdivision Map Act provisions of Sections 66010 and 66013 of the California Code of Regulations have been made. Pursuant to the provisions of Section 66013, I have been delegated to me by said Board. I hereby approve said certificates and certificates on behalf of the County of Santa Cruz.

Robert L. Demitt
Clerk of the Board of Supervisors of the County of Santa Cruz, State of California
by Deputy _____ Date _____

OWNERS' STATEMENT

We hereby certify that we are the owners of or have some right, title or interest in and to the real property included within the subdivision shown upon this map, that we are the only persons whose consent is necessary to pass a clear title to said property and that we are to the preparation and recording of said map and said subdivision as shown within the distinctive border lines.

We hereby make an irrevocable offer of dedication to the County of Santa Cruz for road purposes for all of Lot B. We also hereby offer Lot A for public utilities purposes.

OWNERS: Peregrine Properties, LLC, a California Limited Liability Company by deed recorded December 3, 2002, Instrument No. 2002-0088973.

Cliff Bliser
Clifford L. Bliser
Lisa Bliser
BENEFICIARY TO DEED OF TRUST:
Delroy W. Pizzoni
Delroy W. Pizzoni

ACKNOWLEDGEMENT

State of California, County of Santa Cruz, ss
On JUNE 6 2005 before me, THOMAS L. BOLIK
Notary Public, personally appeared Delroy W. Pizzoni
personally known to me (or proved to me) on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their own free and voluntary capacity(ies) and by his/her/their signature(s) on this instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.



Thomas L. Bolik
Signature
Date _____

RECORDER'S STATEMENT

Serial Number: _____
I hereby certify that this map was presented at _____ m., _____ day of _____, 2005, by the Clerk of the Board of Supervisors of the County of Santa Cruz State of California and that after examination, I accept said map for recording on the _____ day of _____, 2005, at _____ m., in Volume _____ of Maps Page _____, Santa Cruz County Records. County Recorder: _____ Date _____ by Deputy _____

ACKNOWLEDGEMENT

State of California, County of Santa Cruz, ss
On JUNE 6 2005, before me, DAVID J. GARBER
Notary Public, personally appeared DAVID J. GARBER
personally known to me (or proved to me) on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their own free and voluntary capacity(ies) and by his/her/their signature(s) on this instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.



David J. Garber
Signature
Date _____

BOARD OF SUPERVISORS CERTIFICATE

It is hereby ordered that the map of Tract No. 1470, a 12 Unit Condominium Subdivision be and the same be approved, and that the public utilities Subdivision be and the same be approved, and that the public utilities that Parcel A (Common Area) shown on said map is accepted for public utilities purposes; I hereby certify that foregoing order was adopted by the Board of Supervisors on _____ day of _____, 2005.

County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California
[Signature]
By Deputy _____ Date _____

APPLICATION 02-0610 TRACT NO. 1470 PEEGRINE PROPERTIES

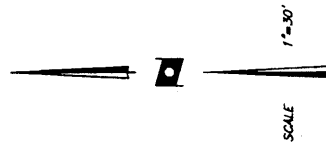
2-UNIT CONDOMINIUM SUBDIVISION OF THE LANDS OF PEREGRINE PROPERTIES, LLC AS DESCRIBED IN DOCUMENT NO. 2002-0088973 OFFICIAL RECORDS OF SANTA CRUZ COUNTY BEING A PART OF LOT 24 OF THE UNRECORDED SUBDIVISION MAP VISTA ACRES IN FILE IN THE COUNTY SURVEYOR'S OFFICE, 456-17) SANTA CRUZ COUNTY, CALIFORNIA JUNE, 2008 ROBERT L. DEMITT AND ASSOCIATES, INC. CIVIL ENGINEERS AND LAND SURVEYORS 1607 OCEAN STREET, SUITE ONE SANTA CRUZ, CALIFORNIA SHEET ONE OF THREE SHEETS R02119-SUBD.DWG

LEGEND

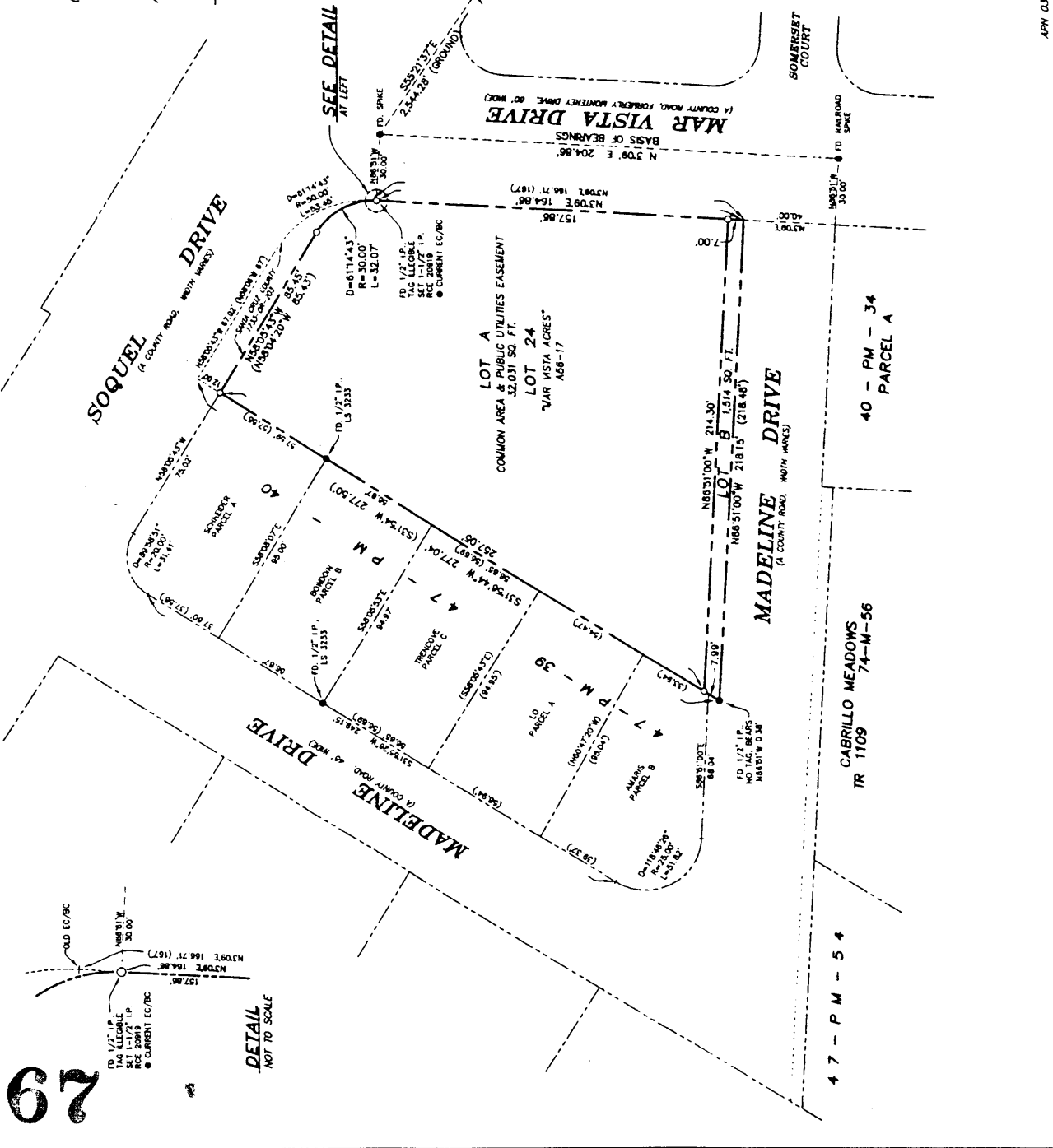
- INDICATES FOUND MONUMENT AS NOTED
 - INDICATES SET 1-1/2" I.P. TAGGED R.C.E. 2019 UNLESS OTHERWISE NOTED
 - () INDICATES RECORD DATA
 - I.P. INDICATES IRON PIPE
 - D INDICATES DELTA OR CENTRAL CURVE ANGLE
 - R INDICATES RADIUS
 - L INDICATES CURVE LENGTH
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

N 209° E, established between monuments found as shown herein along the centerline of Mar Vista Drive, and as shown on that certain map recorded in Volume 40 of Parcel Maps, at Page 34, Santa Cruz County Records.



APPLICATION 02-0610
TRACT NO. 1470
PEREGRINE PROPERTIES
 A 12-UNIT CONDOMINIUM SUBDIVISION OF THE LANDS OF PEREGRINE PROPERTIES, LLC
 AS DESCRIBED IN DOCUMENT NO. 2002-0088973,
 OFFICIAL RECORDS OF SANTA CRUZ COUNTY
 BEING A PART OF LOT 24 OF THE UNRECORDED SUBDIVISION
MAR VISTA ACRES
 (ON FILE IN THE COUNTY SURVEYOR'S OFFICE, A66-17)
 LOCATED WITHIN APTOS RANCHO
SANTA CRUZ COUNTY, CALIFORNIA
 SCALE 1"=30'
 ROBERT L. DEWITT AND ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 1607 OCEAN STREET, SUITE ONE
 SANTA CRUZ, CALIFORNIA



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DETAIL
 NOT TO SCALE

0580
 0579

SUBDIVISION AGREEMENT

(Partial Release Tract)

THIS AGREEMENT, by and between Peregrine Properties, LLC
(Cofford Bixler, Lise Bixler), hereinafter referred to as SUBDIVIDER, and the COUNTY OF
SANTA CRUZ, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, in connection with the development of that certain subdivision known as Tract 1470 PEREGRINE PROPERTIES SUBDIVIDER has previously filed with the Santa Cruz County Planning Director a tentative map of said subdivision, which said tentative map was duly approved; and

WHEREAS, SUBDIVIDER has submitted, for approval and acceptance, a final map of said subdivision; and

WHEREAS, certain work and improvements required by Chapter 14.01 of the Santa Cruz County Code have not been completed, to wit:

Work and improvements required as conditions for approval of the tentative subdivision map for this subdivision, including, but not limited to, site grading, driveway access, drainage, erosion control, including the prevention of sedimentation or damage to off-site property, street construction, sewer construction, and landscaping, all to be built or completed in accordance with improvement plans on file with, and approved by the Director of Public Works of the County of Santa Cruz, the Santa Cruz County Code and the Subdivision Map Act.

WHEREAS, SUBDIVIDER hereby proposes to enter into an agreement with COUNTY, by the terms of which agreement SUBDIVIDER agrees to have the work and improvements set forth above completed on or before two years from the date of execution of this agreement, pursuant to Sections 14.01.510, et seq. of the Santa Cruz County Code.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. **CONSTRUCTION OF IMPROVEMENTS:** SUBDIVIDER shall do all necessary work and construct the improvements described hereinabove, and complete such work and improvements in accordance with the provisions of the conditions of the tentative map approval, which are incorporated herein by reference. If the approved tentative map is amended, the SUBDIVIDER shall apply for and obtain an amendment to this agreement as necessary. All the improvements described above shall be completed on or before two years from the date of the execution of this agreement pursuant to Sections 14.01.101, et seq. of the Santa Cruz County Code, unless a written extension has been granted by the County.

All required off-site improvements shall be substantially complete to the satisfaction of the County Engineer, **prior** to the granting of occupancy for any new unit.

All off-site work if any, shall be done prior to or concurrently with on-site work, unless otherwise expressly specified by the conditions of the tentative map.

All materials used shall comply with the County's specifications. **SUBDIVIDER** hereby guarantees that the above mentioned work and improvements shall in all respects meet specifications prescribed by the Director of Public Works of the County of Santa Cruz. **SUBDIVIDER** guarantees and warrants all work and materials, and further agrees to replace defective work and materials and maintain all of said work and improvements to the satisfaction of COUNTY in accordance with Chapter 14.01 of the Santa Cruz County Code. **SUBDIVIDER** further agrees that all survey work shall comply with the requirements prescribed by the COUNTY SURVEYOR.

2. **EROSION CONTROL**: **SUBDIVIDER** will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of **SUBDIVIDER** to prevent erosion, COUNTY may do the work on an emergency basis and back-charge the **SUBDIVIDER** for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover COUNTY'S expenses.

3. **SECURITY**. At the time of execution of this agreement, **SUBDIVIDER** shall furnish to COUNTY the following security in the form of cash deposits, or instrument of credit satisfactory to the County:

- A. Faithful Performance Security in the amount of \$ 258,000.00 to assure that all work specified in this agreement will be completed; except for that amount retained to provide the Guarantee, **Warranty** and Maintenance of Work Security, the Faithful Performance Security shall be released upon completion of the work and acceptance of the work to be performed hereunder, in whole or in part; provided that a partial release shall not be in an amount less than 25% of the total security amount and that no more than 50% of the total security amount shall be released prior to final completion and acceptance of the work hereunder. Since partial releases are to be made, a schedule of construction shall be made a part of this agreement. The schedule shall specify the portions of the work to be completed and target completion dates for those portions of work, as well as the amounts of partial release to be made for each portion of work. Failure on the part of **SUBDIVIDER** to meet a target date shall result in forfeiture of the corresponding partial release. Any partial release thus forfeited may be regained at the next target date if all portions of work due prior to and on that next target date are completed by that next target date. Any extension or modification of the schedule must be granted in writing by the County.

Provisions for partial release may be made at the written request of SUBDIVIDER. SUBDIVIDER shall submit documentation to the **County** in order to verify that the work required to gain a partial release has been completed.

- B. Labor and Material Security in the amount of \$129,000.00 which said security, by its terms, shall secure payment to materialmen and laborers furnishing materials and/or labor in connection with the above-described work or improvement; the Labor & Material Security shall be released 90 days after the completion of all the work and provided that no liens have been filed against the project.
- C. Inspection Security in the amount of \$5,000 (CASH DEPOSIT)
- D. Tax Security \$8,000.00.
- E. Monumentation Security in the amount of \$ N/A.

At the time the COUNTY Board of Supervisors accepts the improvements and coincident with the release of the Faithful Performance Security, a sufficient amount of said security shall be retained to provide:

- F. Guarantee, Warranty and Maintenance of Work Security in the amount of \$129,000.00, which said security, by its terms, shall guarantee and warrant all work for a minimum period of twelve months following the completion and acceptance thereof by the Board against any defective work or labor done, or defective materials furnished and to maintain such work to the satisfaction of the County for said period, all as provided in Section 14.015 11(b) (3) of the **Santa Cruz County Code** and Section 66499.3(c) of the Government Code. The Guarantee ~~Warranty~~ & Maintenance Security shall be released twelve months after the completion of the work and provided that the workmanship is approved.

Securities held by COUNTY on behalf of other agencies shall be included in the categories above. Work of improvements required under this agreement requires the holding of securities by COUNTY on behalf of the following agencies or companies in the following amounts:

- a. Water Purveyor SOQUEL CREEK WATER DISTRICT
Name of Agency
Security held by County: \$ _____
security is held by agency.

- b. Fire Agency N/A
 Name of Agency
 Security held by County: \$ _____
 Security is held by Agency.
- c. Utilities N/A
 Name of Agency
 Security held by County: \$ _____
 Security is held by Company(ies)
- d. Other N/A
 Name(s)
 Security held by County: \$ _____
 Security is held by Company(ies)

In all cases where the performance of the obligation for which the security is required is subject to the approval of another agency, COUNTY shall not release the security until the obligation is performed to the satisfaction of such other agency, pursuant to Government Code Section 66499.8.

Deposits to COUNTY for the acquisition of any necessary easements or right-of-way shall be required. Work of improvements required under this agreement involves the acquisition of an easement ~~or easements~~, or a right-of-way or rights-of-way, over the following parcels of land: APN(s) N/A. These easements or rights-of-way:

- HAVE been acquired. (Describe and attach documentation).
- HAVE NOT been acquired and the following standard condemnation clause is made a part of the agreement. At the time of execution of this agreement, SUBDIVIDER ~~shall~~ furnish to COUNTY a cash deposit in the amount of \$ _____ for processing and acquisition as outlined in the following condemnation clause.

4. **FAILURE TO COMPLETE IMPROVEMENTS:** In the event SUBDIVIDER has not completed the specified work and improvements within the period of time allowed by this agreement, SUBDIVIDER shall not proceed further with such work and improvements unless and until approval to do so is obtained from the COUNTY. Under normal circumstances, if it is not found to be contrary to the public interest, the COUNTY will allow renewals of this agreement, provided that all applicable requirements are met by SUBDIVIDER. The COUNTY reserves the right, upon each renewal, to increase the security amounts to reflect fluctuations in material and labor prices. It is understood that in the event the SUBDIVIDER fails to complete the work and improvements within the specified period of time that the COUNTY may proceed against the Faithful Performance Security, to obtain completion of such work and improvements, or may initiate proceedings to revert the subdivided property to acreage pursuant to the provisions of Sections 14.01.344 et. seq. ~~of~~ the Santa Cruz County Code.

5. INDEPENDENT CONTRACTOR: SUBDIVIDER agrees that, in making the above-mentioned improvements, SUBDIVIDER is an independent contractor and not an employee of COUNTY, and all persons hired to furnish labor and/or materials in connection with proposed improvements are not employees of COUNTY.

6. INDEMNIFICATION: SUBDIVIDER agrees to defend and hold the COUNTY, its' officers, employees, and agents harmless from any losses or damages occasioned by injuries to persons and/or property arising out of or in any way connected with the above-mentioned work or improvement.

7. FILING OF FINAL SUBDIVISION MAP: COUNTY, for and in consideration of the execution of this agreement and fulfillment by SUBDIVIDER of the terms set forth herein, agrees to accept for filing the final map of Tract No. 1470 PEREGRINE PROPERTIES.

8. BINDING ON SUCCESSORS AND ASSIGNS: This agreement shall be binding upon the successors and assigns of each of the parties. SUBDIVIDER shall inform potential buyers of parcels of land created by the underlying subdivision of the obligations on successors and assigns created by this paragraph. SUBDIVIDER shall provide copies of this executed agreement to those potential buyers. SUBDIVIDER is advised that the sale of all or part of the lands of the underlying subdivision does not automatically transfer from the SUBDIVIDER of the land the security obligations of this agreement. Those security obligations attach to SUBDIVIDER until all obligations of SUBDIVIDER under this agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the County.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties
hereto on _____, 20__.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: *Lise Rich*
Subdivider *Peregrine Properties, LLC*

Address:
PO Box 94
Santa Cruz, CA 95063

Phone: *831-475-0315*

APPROVED AS TO FORM:

Sam Taylor *5/10/05*
Chief Assistant County Counsel

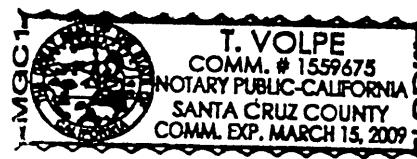
~~0637~~

STATE OF CALIFORNIA }
COUNTY OF SANTA CRUZ } SS.

on April 29, 2005 before me, the undersigned a Notary Public,
personally appeared Lise Bixler and Clifford L. Bixler

personally hown to me (or proven 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.

Signature T. Volpe
T Volpe
Name (Typed or Printed)
Notary Public in and for said County and State



COAST COMMERCIAL BANK

Local People, Local Money, Local Bank!

May 31, 2005

Cliff and Lise Bixler
Peregrine Properties, LLC
91 Country Estates
Santa Cruz CA 95060

Subject: Financing Pre-Approval

Dear Cliff and Lise:

This letter is written at your request in connection with your ability to obtain financing to support the Letter of Credit requirements outlined by the County of Santa Cruz relative to your pending 12-unit condo project at Soquel Drive and Mar Vista in Aptos, California. In review of your financial statement and all pertinent supporting documentation, Coast Commercial Bank has tentatively approved a loan to support the \$395,000 Standby Letter of Credit which we understand to be delineated as follows:

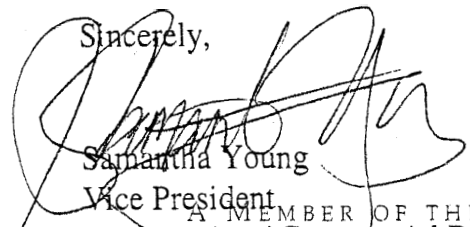
- \$258,000 Faithful Security Performance
- \$129,000 Labor & Material Security
- \$ 8,000 Tax Security

Please keep in mind that the above is an opinion as to the likelihood of providing financing based on the facts and value assumptions presented. Formal loan approval is pending.

It is my hope that the above information provides an acceptable comfort level as to your ability to perform under the terms as delineated.

Please call if you have further questions or concerns.

Sincerely,



Samantha Young
Vice President

A MEMBER OF THE GREATER BAY BANCORP FAMILY
Construction / Commercial Real Estate Lending

ADMINISTRATION, SMALL BUSINESS ADMINISTRATION AND CONSTRUCTION LENDING • 75 River Street • Santa Cruz, CA 95060
 DOWNTOWN SANTA CRUZ OFFICE • 75 River Street • Santa Cruz, CA 95060
 SOQUEL DRIVE SANTA CRUZ OFFICE • 1975 Soquel Drive • Santa Cruz, CA 95065
 SCOTT VALLEY OFFICE • 2037 Mt. Hermon Road • Scotts Valley, CA 95066
 WATSONVILLE OFFICE • 1055 S. Green Valley Road • Watsonville, CA 95076
 CAPITOLA OFFICE AND RESIDENTIAL LENDING • 1850 41st Avenue • Capitola, CA 95010

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