

DEPARTMENT OF
PUBLIC WORKS



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

(408) 454-2160

FAX (408) 454-2385

April 20, 1998

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

SUBJECT: TRACT 1400, PACIFIC POINTE, APN: 3 1-07 1 - 15, CAPITOLA ROAD

Members of the Board:

Submitted herewith is the final map for Tract 1400, Pacific Pointe, containing four sheets. This map has been duly checked and processed by this department and is now submitted for your consideration.

The following items are being submitted with the map:

Subdivision Agreement

Irrevocable Letter of Credit from Credit Lyonnais, dated April 16, 1998, in the total amount of \$700,374, for the following items:

| | |
|--------------------------------------|---|
| Faithful Performance | \$ 432,300.00 |
| Labor and Materials | 216,150.00 |
| Guarantee, Warranty, and Maintenance | 216,150.00 (to be retained from Faithful Performance) |
| Inspection | 5,000.00 (cash) |
| Monumentation | 4,500.00 |
| Taxes | 3,500.00 |

The Guarantee, Warranty, and Maintenance amount of \$216,150.00 is not included in the total \$700,374.00 submitted in accordance with the Subdivision Agreement. Included in the total amount is \$43,924.00 for water distribution work, which is to be held by the County until an equal amount is submitted to the City of Santa Cruz Water Department.

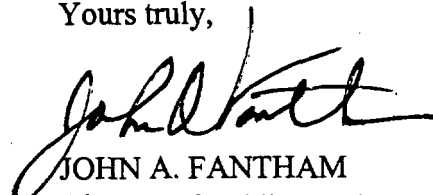
The Affordable Housing requirement for this project has been met.

The Planning Department has advised us on April 20, 1998, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$5,000.00 for Construction Inspection.

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

1. Approve the **final** map of Tract 1400, Pacific Pointe.
2. Authorize the Director of Public Works to execute the Subdivision Agreement on behalf of the County of Santa Cruz.
3. Direct the Clerk of the Board of Supervisors to file the executed Subdivision Agreement and securities.
4. Direct the Clerk of the Board of Supervisors to sign 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,

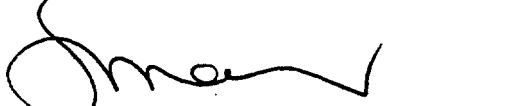


JOHN A. FANTHAM
Director of Public Works

GG:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Planning Department
Ruggeri-Jensen Engineers
Public Works



CREDIT LYONNAIS

New York Branch
 Credit Lyonnais Building
 1301 Avenue of the Americas
 New York, New York 10019

County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060

Date: 04/15/98

Our L/C Number: 9804151S450

Beneficiary: County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060

Applicant: Kaufman and Broad - Monterey Bay, Inc.
 1604 North Main Street
 Salinas, CA 93906

Amount: USD 700,374.00

Expiry date: April 16, 1999 in U.S.A.

Re: LETTER OF CREDIT NO.: 98041518450
 SAMUEL COURT, TRACT 1400

We hereby establish our Irrevocable Letter of Credit in the total amount of: Seven Hundred Thousand, Three Hundred Seventy-Four Dollars (\$700,374.00) to provide the sureties required by that agreement between the County of Santa Cruz and Kaufman & Broad - Monterey Bay, Inc.

Each item of security in the set aside letter shall be released upon completion and acceptance by the County of Santa Cruz of the respective work covered by that item of security.

A. Faithfull Performance Security in the amount of \$432,300.00
 B. Labor and Material Security in the amount of \$216,150.00.
 C. Water System Improvement Security in the amount of \$ 43,924.00



CREDIT LYONNAIS

D. Tax Security in the amount of \$ 3,500.00
E. Monumentation Security in the amount of: \$ 4,500.00

These funds will be released to the County of Santa Cruz upon written notice that any term of the Subdivision Agreement is in default and are available by your drafts drawn on us at sight bearing the clause, "Drawn under Credit Lyonnais New York Branch, Letter of Credit no.: 980415IS450" which must be accompanied by your statement signed by an authorized officer that the amount of the draft is due.

This Letter of Credit expires April 16 of each year for review purposes, This Letter of Credit will be deemed automatically extended, without amendment, for one year from expiry date or any future expiry date unless at least thirty (30) days prior to any such date, we notify you by courier service that we elect not to consider this Letter of Credit renewed for such additional period. Upon receipt by you of such notice from us, you may draw your draft on us at sight when accompanied by your statement as described above.

Partial Drawings are not permitted.

We hereby engage drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of the credit will be duly honored upon presentation. The amount of each draft must be endorsed on the reverse of this credit and the original must be presented for payment.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits Revision International Chamber of Commerce Publication No. 500.

Very truly yours,


Credit Lyonnais, New York Branch

THIS AGREEMENT, by and between KAUFMAN & BROAD -
MONTEPEY BAY, INC., 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 ~~1400 - PACIFIC POINTE~~
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. 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 THE WORK SHALL BE DONE BY THE COUNTY SURVEYOR~~
concurrently with on-site work unless otherwise expressly specified by the conditions of the tentative map.

300

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. **E R O S I O N :** 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 ~~\$432,300 -~~ 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 \$ 216,150-, 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 \$5000- CASH
- D. Tax Security #3500-
- E. Monumentation Security in the amount of \$4500-

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 \$216,150-, 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 14.01511(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 CITY OF SANTA CRUZ WATER DEPT.
 Name of Agency
 Security held by County: \$43,924
 Security is held by agency.

* TO BE RELEASED UPON RECEIPT OF SECURITY
 . BY CITY OF SANTA CRUZ WATER DEPT.

- b. Fire Agency _____ 352
 Name of Agency _____
 _____ Security held by County: \$ _____
 _____ Security is held by Agency.
- c. Utilities _____
 Name of Agency _____
 _____ Security held by County: \$ _____
 _____ Security is held by Company(ies)
- d. Other _____
 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: ER 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. 1400 PACIFIC POINTE.

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 _____, 19__.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works
By: [Signature]
Subdivider

Address: Kaufman & Broad - Monterey Bay
1604 No. Main Street
Salinas CA 93906
Phone: 408-442-7615

APPROVED AS TO FORM:

[Signature] 11/8/96
Assy County Counsel
SUBAGMLD (DOC)

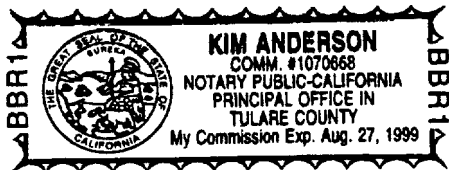


STATE OF CALIFORNIA }
 COUNTY OF Monterey } ss.

On 4 13 98, before me, Kim Anderson,
 personally appeared Paul Dent

_____, 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.
 Signature Kim Anderson



(This area for official notarial seal)

| | | |
|---|------------------------------|-----------------------|
| Title of Document | <u>Subdivision Agreement</u> | |
| Date of Document | _____ | No. of Pages <u>5</u> |
| Other signatures not acknowledged _____ | | |

After recording please return to:

Measure J Housing Program
Santa Cruz Co. Planning Dept.
701 Ocean Street, Fourth Floor
Santa Cruz, CA 95060

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TO BE RECORDED AT NO FEE FOR THE BENEFIT OF THE COUNTY OF SANTA CRUZ

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

THIS AGREEMENT, is made and entered into this day of April, 1998, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Austin Enright, Trustee, Enright Family Living Trust, hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Summerset Court, Tract Number 1400, and Assessor's Parcel Number(s) 031-071-15, 32, and 33, Santa Cruz County, California, hereinafter called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a twenty-three (23 lot subdivision with no remainder lot, and to construct twenty three (23) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on December 16, 1997, the COUNTY by adoption of Subdivision Permit No 97-0267, approved the development of said PROJECT in a manner consistent with specified terms and conditions, one of such conditions being DEVELOPER's participation in the Affordable Housing Program of the COUNTY; and

WHEREAS it is the intention of both parties to set forth in this separate document the covenants, conditions and restrictions applicable to the certification and participation of the PROJECT in the Affordable Housing Program of the COUNTY.

- NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that DEVELOPER shall participate in the Affordable Housing Program of COUNTY, in accordance with the attached Exhibit A: **Inclusionary** Housing Provisions (description and construction schedule for affordable units); and with the requirements of the **COUNTY's** Affordable Housing Program as set forth in the COUNTY's affordable housing ordinance, County Code Chapter 17.10, and the COUNTY's Affordable Housing Guidelines, including any subsequent amendment to said Chapter and/or Guidelines; and with any other regulations and resolutions issued pursuant thereto, all of which are necessary to maintain the affordability of the lot(s) and/or housing unit(s) upon sale or resale thereof. In the case of any conflict between the provisions of Exhibit A and the COUNTY's Affordable Housing Program, the stricter shall prevail.

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

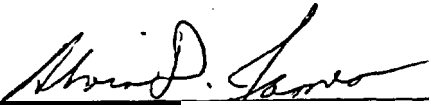
Page 2

1. SATISFACTION OF CONDITIONS. COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the COUNTY's Affordable Housing Program, shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment of DEVELOPER's obligation to provide for the development of affordable housing, and such execution and recordation shall be sufficient in that respect to permit recordation of the subdivision Final Map and issuance of Building Permits subject to the satisfaction of all other applicable conditions of approval and compliance with all provisions of law.
2. RENTAL OR SALE OF AFFORDABLE HOUSING UNIT(S). DEVELOPER agrees that if DEVELOPER offers affordable housing unit(s) (hereinafter called "UNIT(S)" for rent or sale pursuant to this Agreement, DEVELOPER shall offer said UNIT(S) for rent or sale in conformance with Exhibit A and to households which are certified by the COUNTY or its designee to be qualified in conformance with the COUNTY's Affordable Housing Program. DEVELOPER further agrees that if DEVELOPER retains ownership of UNIT(S) for purposes of rental as affordable investor-owner unit(s), DEVELOPER will execute and record a Declaration of Restrictions for each of said UNIT(S) which references the requirements of the COUNTY's Affordable Housing Program. The sale or conveyance of any UNIT(S) shall similarly be subject to the execution and recording of a Declaration of Restriction by the purchaser.
3. RECORDATION. DEVELOPER shall execute this Agreement, cause the same to be acknowledged, and deliver said executed and acknowledged document to the County Planning Department. Following execution by the COUNTY, this agreement shall be recorded in the office of the County Recorder of the County of Santa Cruz. COUNTY shall not be obligated to permit recordation of the subdivision Final Map or the issuance of Building Permits for the PROJECT prior to the recording of this Agreement.
4. LIMITED CONSTRUCTION. Nothing contained herein shall be deemed to constitute compliance with, or waiver of, any provision of law or condition of PROJECT approval except as expressly stated herein with respect to conditions relating to affordable housing units.
5. AGREEMENT BINDING. The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, agents, contractors, subcontractors and grantees of both parties and shall be covenants running with the land. Except as otherwise provided in County Code Chapter 17.10, neither the PROPERTY nor any parcel therein shall be released from the affordability requirement of the COUNTY's Affordable Housing Program due to a trustee's sale or judicial foreclosure
6. WAIVERS. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any statute, ordinance or applicable requirement shall not be deemed to be a waiver of such term, covenant, condition, statute, ordinance or applicable requirement or of any subsequent breach or violation of the same or of any other term, covenant, condition, statute, ordinance or applicable requirement.


CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

- 7. COSTS AND ATTORNEY'S FEES. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such as action from the other party.
- a. AUTHORITY OF SIGNATORIES. Each signatory hereto represents that he/ she has the legal authority to execute this document and bind the party(s) on whose behalf he/she is signing.

COUNTY OF SANTA **CRUZ:**

by: 
 Name: Alvin D. James Title: Planning Director

DEVELOPER: (The signature(s) of the DEVELOPER must to be notarized)

By: 
 Name: Title: Property Owner

By: _____
 Name: Title: Property Owner

By: _____
 Name: _____, Trustee Title: Trustee for Deed of Trust held by:

APPROVED FOR CONTENT:

By: 
 Name: Cheryl McCormick Title: County Housing Coordinator

- ATTACHMENTS
- 1) Exhibit A: Inclusionary Housing Provisions
 - 2) Subdivision map (8.5" x 11") with affordable lots indicated (to be provided by OWNER and all notations must be legible)

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

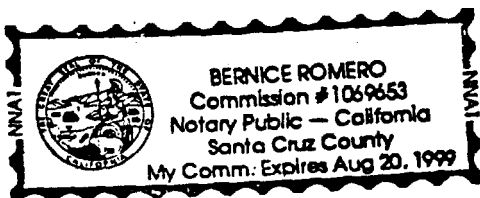
COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On April 8, 1998 before me Bernice Romero, Notary Public,
personally appeared Alvin D. James

personally known to me, ~~or~~ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he/she~~ executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Bernice Romero
Signature of Notary Public

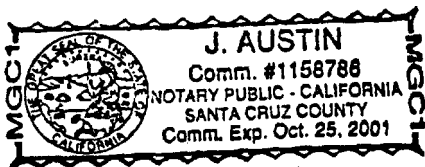
OWNER ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On April 19, 1998, before me J. AUSTIN,
personally appeared AUSTIN ENRIGHT

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s) or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:



[Signature]
Signature of Notary Public

CERTIFICATION AND PARTICIPATION AGREEMENT.
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

STATE OF _____

COUNTY OF _____

On _____, 199__, before me _____
personally appeared _____

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s) or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature of Notary Public

STATE OF _____

COUNTY OF _____

On _____, 199__, before me _____,
personally appeared _____

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by **his/her/their** signature(s) on the instrument the person(s) or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature of Notary Public

EXHIBIT A: INCLUSIONARY HOUSING PROVISIONS

A. CONSTRUCTION OF AFFORDABLE HOUSING

DEVELOPER agrees to restrict the following residential unit(s) to be affordable housing unit(s) pursuant to the COUNTY's Affordable Housing Program in fulfillment of the inclusionary housing requirements for this PROJECT. Prior to issuance of a Building Permits for each of the restricted units, DEVELOPER may purchase an affordable housing credit, if and as such credits are identified pursuant to Section 'B' below, in place of restricting the residential unit pursuant to the COUNTY's Affordable Housing Program:

1. Number of Affordable Housing Units To Be Constructed:

Three (3) affordable unit(s) to be provided on-site as follows:

Lot Number(s) / Unit Number(s): Lots **1,9** and 14

Zero (0) affordable unit(s) to be provided off-site as follows:

Project Name: N/A

Tract Number: N/A

Permit Number: N/A

APN(s): N/A

Lot Number(s) / Unit Number(s) / Address(es): N/A

2. Size of affordable unit(s): (average number of bedrooms must equal or exceed the average number of bedrooms in the PROJECT's market rate units)

| | <u>No. Units</u> | <u>No. Bedrooms</u> | <u>No. Square Feet</u> |
|-----------------|------------------|---------------------|------------------------|
| Moderate Income | 3 | 3 | 1484 |
| Lower Income | 0 | 0 | 0 |
| Very Low Income | 0 | 0 | 0 |

3. Timing of Construction of Affordable Units:

Timing of construction of the affordable housing unit(s) shall be in accordance with the requirements of County Code Chapter 17.10.

A---

B. TRANSFER OF AFFORDABLE HOUSING CREDITS

DEVELOPER certifies that the PROJECT includes the development of residential units; and certifies that if the PROJECT includes a subdivision, more than one third (1/3) of the lots shall be either retained by the subdivider or sold to one individual for the construction of housing units. Based on this certification, DEVELOPER may transfer affordable housing credit(s) as indicated below to meet the **inclusionary** housing obligation of the PROJECT in place of the construction of affordable residential units pursuant to Section 'A' above. DEVELOPER agrees that if affordable housing credits are transferred to meet the affordable housing obligations of the PROJECT, and that subsequently less than one third of the lots are retained by the DEVELOPER or are sold to one individual for the construction of housing units, the cost paid for the credit(s) shall be treated as a payment towards the payment of the lot in lieu fee obligation as defined in Section 'C' below for those lots restricted for affordable units under Section 'A' above.

1. Transfer of Credits:

Zero (0) affordable unit(s) may be provided through transfer of affordable housing credit(s) from the following project:

Project Name: N/A

Tract Number: N/A

Applicant Name: N/A

APN(s): N/A

Participation Agreement recorded on: N/A

2. Timing of Credit Transfer:

DEVELOPER agrees to transfer an affordable housing credit to the PROJECT prior to issuance of a Building Permit for each unit restricted pursuant to Section 'A' above for development as an affordable unit. If there are no credits available for purchase at the time the transfer is required to be completed, DEVELOPER may not exercise this option, and shall instead construct the affordable housing unit(s) as restricted pursuant to Section 'A' above and the COUNTY's Affordable Housing Program.

**CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

C. DEDICATION OF SUBDIVISION LOTS

DEVELOPER certifies that the PROJECT consists of a lot subdivision in which individual lots shall be sold to parties other than DEVELOPER for the construction of housing. Based on this certification, the COUNTY shall allow the DEVELOPER to meet the inclusionary housing requirement for the PROJECT by one of the two options below.

1. Dedication of Affordable Residential Lots:

DEVELOPER agrees to dedicate the following lot(s) to the County of Santa Cruz at the time of recording the subdivision Final Map:

Zero (0) affordable lot(s) shall be dedicated to the County as follows:

Lot Number(s) / Unit Number(s):

2. Payment of In-Lieu Fees: N/A

DEVELOPER agrees to pay the following in-lieu fees to the County in place of dedicating lots for affordable housing. In the event that more than one third (1/3) of the lots in the PROJECT are retained by DEVELOPER or are sold to one party, the County may at its discretion refund any in lieu fee paid for a period of up to three years following payment and require that DEVELOPER enter into an amended Certification and Participation Agreement to fulfill the inclusionary housing obligation of the PROJECT pursuant to the COUNTY's Affordable Housing Program. The COUNTY shall not be obligated to issue Building Permits in the PROJECT prior to the payment in full of the required in lieu fees.

Zero (0) lot(s) in the subdivision are designated as affordable lots for the calculation of in-lieu fees as follows:

Lot Number(s) | Unit Number(s): N/A

DEVELOPER agrees to pay an in lieu fee for each of these lots as follows: (select one)

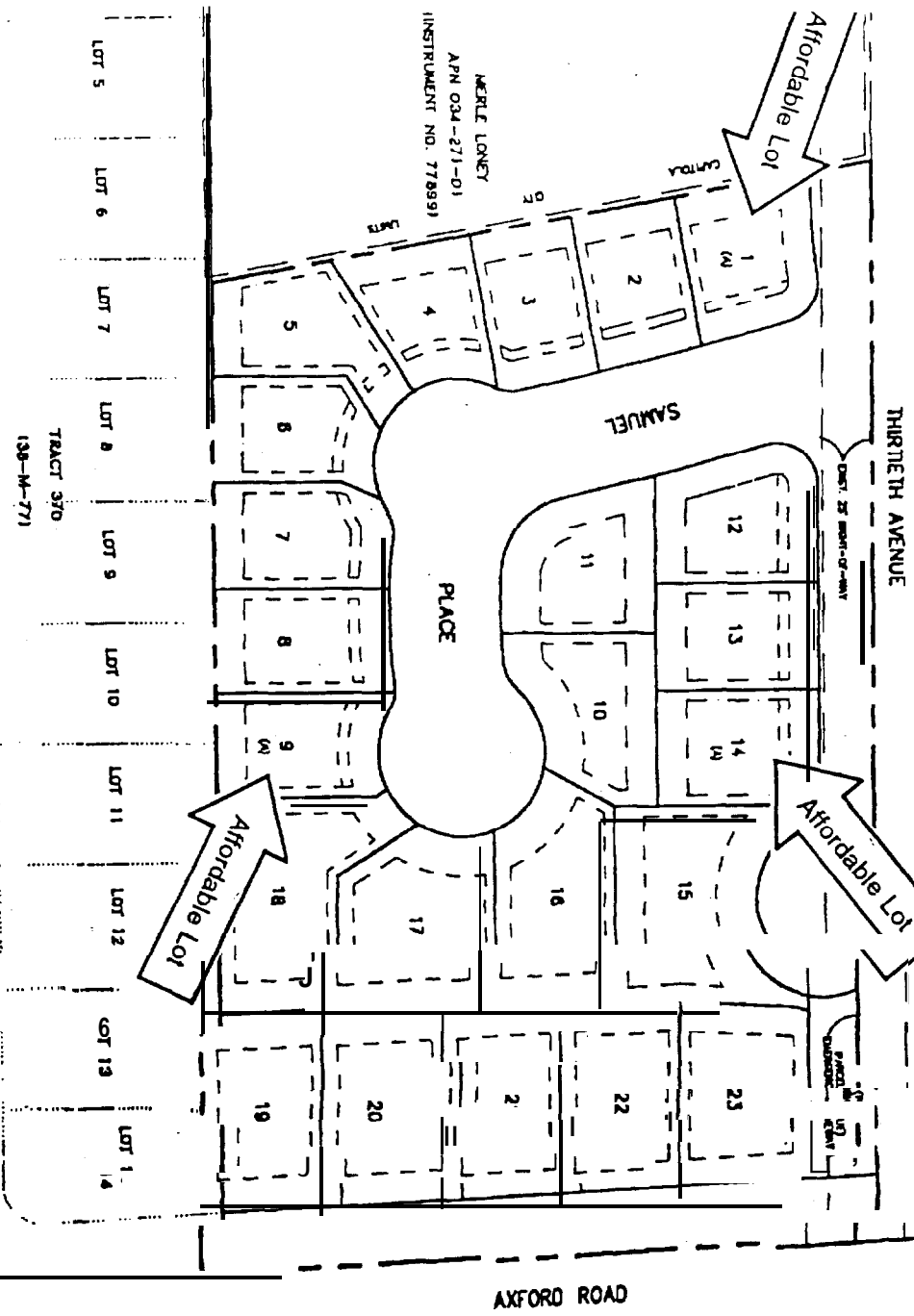
- a) A fee equal to the price of the first market-rate unit sold; DEVELOPER agrees to notify the COUNTY 30 days prior to the close of escrow on the first lot sold and to pay the in lieu fee from escrow with the proceeds of the sale.
- b) A fee equal to the appraised value of the affordable lot with completed site and frontage improvements; DEVELOPER agrees to notify the COUNTY within 5 working days of the completion of site and frontage improvements and to pay the in lieu fee within 15 days of completion of improvements.

End

TRACT 920
(70-M-16)

CORNICK
(5732-DR-848)

STRATE
DOC# 1898-0008501



MERLE LONEY
APN 034-871-01
INSTRUMENT NO. 778991

SCRIBACKS
LOTS 1-9, 12-14
LOTS LESS THAN 5000 SF:
FRONT: 15'
TO GARAGE: 20'
INTERIOR SIDE YARD: 5' & 5'
STREET SIDE YARD: 15'
REAR: 15'

SCRIBACKS
LOTS 10, 11:
LOTS GREATER THAN 5000 SF:
FRONT: 20'
TO GARAGE: 20'
INTERIOR SIDE YARD: 5' & 6'
STREET SIDE YARD: 15'
REAR: 15'

SCRIBACKS-23
LOTS 18-23:
FRONT: 20'
TO GARAGE: 20'
INTERIOR SIDE YARD: 5'
STREET SIDE YARD: 20' & 8'
REAR: 15'

TRACT 407
(40-M-87)

- NOTES**
1. A GEOLOGICAL REPORT (NUMBER LHM-8 DATED JULY 24, 1967) WAS PREPARED BY HAZEL CONSULTING ENGINEERS AND SURVEYORS. A COPY IS ON FILE WITH THE COUNTY OF SANTA CRUZ.
 2. THE OWNERS OF LOTS 1 THROUGH 23 SHALL PLANT IN THE UNDERGROUND OF THE EXISTING DRIVEWAY (PARCEL 8) AND ITS ASSOCIATED UNDERLAYS.
 3. LOTS 1, 8, AND 14 ARE DESIGNATED FOR AFFORDABLE HOUSING.
 4. THE FOLLOWING ITEMS SHALL BE COMPLETED PRIOR TO OBTAINING A BUILDING PERMIT FOR THE LOTS OF THIS TRACT:
 - A. LOTS SHALL BE CONNECTED FOR WATER SERVICE TO SANTA CRUZ MUNICIPAL WATER.
 - B. LOTS SHALL BE CONNECTED FOR SEWER SERVICE TO THE COUNTY OF SANTA CRUZ SANITATION DISTRICT.
 - C. ALL FUTURE CONSTRUCTION ON THE LOTS SHALL BE IN SUBSTANTIAL COMPLIANCE WITH THE CLEARED FLOOR PLANS AND ELEVATIONS IN THE CONDITIONS OF APPROVAL, RECORD MAPS, AND "AS SHOWN" DRAWINGS AND SHALL MEET THE FOLLOWING ADDITIONAL CONDITIONS:
 1. THE FRONT ALONG THE SEWER AND SEPT PROPERTY LINES OF LOT 23 MUST BE DELETED TO A HEIGHT OF SIX FEET.
 2. THE EMERGENCY ACCESS GATE SHALL BE PAINTED WHITE.
 3. SUBMIT A WRITTEN STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SEWER DISTRICT IN WHICH THE PROJECT IS LOCATED, THE SIGNED PAYMENT IN FULL OF ALL PROPERTY TAXES, DEVELOPER FEES AND OTHER REQUIREMENTS APPLICABLE IMPOSED BY THE SCHOOL DISTRICT IN WHICH THE PROJECT IS LOCATED. IN THE CASE OF THE LIVE OAK SCHOOL DISTRICT, THE APPLICATION/DEVELOPER IS ADVISED THAT THE DEVELOPMENT MAY BE SUBJECT TO INSPECTION IN A HOLD-ROOM COMMUNITY FACILITIES DISTRICT.

TRACT 1400 PACIFIC POINTE

A REPRESENTATION OF PARCEL A AND PARCEL B AND FRONT ON THAT CERTAIN PARCEL MAP UNDER VARS FILED FOR RECORD ON APRIL 17, 1974 IN BOOK 18 OF PARCEL MAPS OF CALIFORNIA OFFICIAL RECORDS OF SANTA CRUZ COUNTY, CALIFORNIA.

LANDS OF BRACKET 1790-08-004, SHEET 2 AND
SANTA CRUZ COUNTY, CALIFORNIA
ENGINEER-DESIGNER-PLANNER & ASSOCIATES
CIVIL ENGINEERS PLANNING ARCHITECTS
MERRILL, CALIFORNIA

MARCH 1988
SCALE: 1" = 40'
A.P.N.'S 031-071-14, 28 & 33
SHEET 1 OF 4 SHEETS

0308
131
26