
DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS



AGENDA: JUNE 2, 1998

415

COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060.4070

(408) 454-2160

FAX (408) 454-2385

May 22, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1373, HARBORVIEW, APN: 26-081-32, CAPITOLA ROAD

Members of the Board:

Submitted herewith is the final map for Tract 1373, Harborview containing three 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 Monterey Bay Bank, dated April 1, 1998, in the total amount of \$553,950.00, for the following items:

Faithful Performance	\$ 3 16,400.00
Labor and Materials	158,200.00
Guarantee, Warranty, and Maintenance from Faithful Performance)	158,200.00 (to be retained
Inspection	4,000.00 (cash)
Monurnentation	2,700.00
Taxes	3,000.00

The Guarantee, Warranty, and Maintenance amount of \$158,200.00 is not included in the total \$553,950.00, submitted in accordance with the Subdivision Agreement.

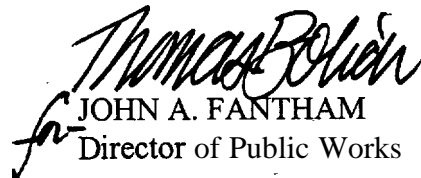
The Affordable Housing requirement for this project has been met.

The Planning Department has advised us on April 16, 1998, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$4,000.00 for Construction Inspection.

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

1. Approve the final map of Tract 1373, Harborview.
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.

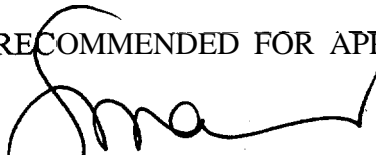
Yours truly,


JOHN A. FANTHAM
Director of Public Works

GG:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Planning Department
Akers & Associates, Inc.
Public Works

HABM

COAST COMMERCIAL BANK
Level Money, Level Bank!

Mr. John swift
Harborview LP
1509 Seabright Avenue, Suits A1
Santa Cruz Ca 95062

May 20, 1998

REFERENCE: Harborview Project - Santa Cruz
SUBJECT: Standby Letter of Credit

Dear Mr. Swift:

We are please to inform you thu on May 20, 1998, the Board of Directors of Coast Commercial Bank approved your loan application for the above referenced project. More specifically, the board has committed \$353,950 in the form of a "Standby Letter of Credit" in favor of the County of Santa Cruz.

The subject letter of credit will be issued as put of the loan closing process. We anticipated that the loan documents, pending your acceptance of the approved conditions, will be delivered to the Title Company the week of May 25, 1998.

If you should have my question, regarding the above, please feel free to contact ma u (408) 4584501, ext 2122.

Sincerely,


Jon P. Sisk
Assistant Vii President
Construction / Commercial Lending

This commitment will expire if not exercised by July 20th, 1998.

After recording
please return to:

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

1997-0040842
Recorded | REC FEE .00
Official Records | O R COP .50
County Of
SANTA CRUZ
RICHARD W. BEDAL
| BLS
03:18PM 08-Sep-1997 | Page 1 of 9

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

THIS AGREEMENT, is made and entered into this 11th day of June, 1997, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Robert G. Hussey and Steven J. Hussey, hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Harborview, Tract Number 1373 and Assessor's Parcel Number(s) 026-081-32, Santa Cruz County, California, hereinafter called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a nine (9) lot subdivision with no remainder lot, and to construct nine (9) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on December 13, 1995, the COUNTY by adoption of Subdivision Permit Number 95-0188, 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 the County of Santa Cruz, in accordance with the attached Exhibit A (Inclusionary Housing Provisions: description and construction schedule for affordable units), and the requirements of the County of Santa Cruz 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 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.

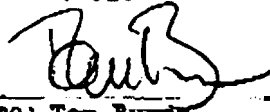
1. **SATISFACTION OF CONDITIONS.** COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the County's Affordable Housing Program shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment of DEVELOPERS 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, DEVELOPER shall record this document in the office of County Recorder of the County of Santa Cruz and submit a copy of the recorded document to the County Planning Department. 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 County's receipt of a Copy of the recorded 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.

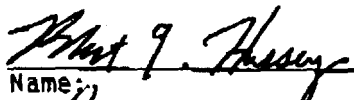
7. **COSTS AND ATTORNEY'S FEES.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.
8. **AUTHORITY OF SIGNATORIES.** Each 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.

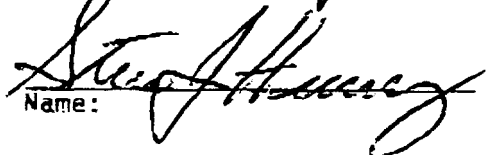
IN WITNESS WHEREOF, COUNTY and DEVELOPER have executed this agreement the day and year first above written,

COUNTY OF SANTA CRUZ:

by: 
Name: Tom Burris Title: Interim Planning Director

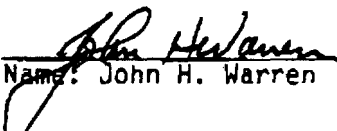
DEVELOPER: (The signature(s) of the DEVELOPER must to be notarized)

By: 
Name: Robert J. Henry Title: Property Owner

By: 
Name: Stephen J. Henry Title: Property Owner

By: _____
Name: Title:

APPROVED FOR CONTENT:

By: 
Name: John H. Warren Title: County Housing Coordinator

- ATTACHMENT&
- 1) Exhibit A: Inclusionary Housing Provisions
 - 2) Approved Subdivision map (on 8-1/2"x11" paper) with PROJECT name, lot numbers and affordable lot(s)/unit(s) noted (to be provided by DEVELOPER)

CPA-
1/97

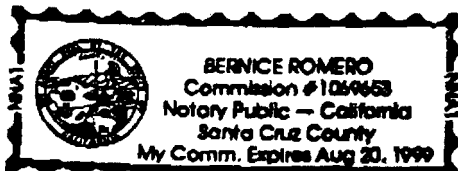
CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 4

COUNTY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On September 2, 1997, before me Bernice Romero Notary Public
~~County Counsel~~ for the County of Santa Cruz, State of California, personal-
ly appeared John Burns ~~Interim~~ Planning Director,
or his/her designee, of the County of Santa Cruz, a political subdivision
of the State of California, 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,



Bernice Romero
Notary Public

DEVELOPER ACKNOWLEDGEMENT(S)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 199____, before me _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evi-
dence) 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:

Notary Public in and for said County and State

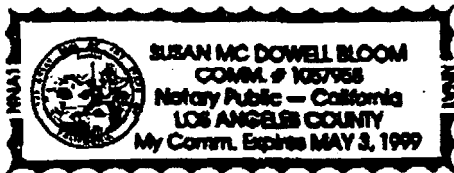
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 5

422

State of California
 County of Los Angeles
 On June 11, 1997 before me, Susan Mc Dowell Bloom
 Date Name and Title of Officer (e.g., "Jane Doe-Notary Public")
 personally appeared Robert L. Hursey
 Name(s) of Signer(s)

☒ 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.

Susan Mc Dowell Bloom
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certification & Participation AgreementDocument Date: 6-11-97 Number of Pages: 3Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Hursey☒ Individual☐ Corporate Officer

Title(s): _____

CI Partner ☐ Limited CI General☐ Attorney-in-fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer

Title(s): _____

☐ Partner ☐ Limited ☐ General☐ Attorney-in-Fact☐ CI Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

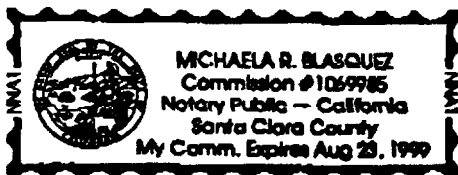
State of CALIFORNIA

County of SANTA CLARA

On JUNE 12, 1997 before me, MICHAELA R. BLASQUEZ, Notary Public

personally appeared STEVEN J. HUSSEY

☒ personally known to me - OR - CI 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.

Michaela R. Blasquez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Tie or Type of Document: Certification and Participation Agreement

Document Date: June 11, 1997 Number of Pages: 3 + 3 pg exhibit

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven J. Hussey

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

Signer Is Representing:

self

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

P a g e 7

**EXHIBIT
INCLUSIONARY HOUSING PROVISIONS**

A. CONSTRUCTION OF AFFORDABLE HOUSING

DEVELOPER **agrees** to construct the following affordable housing unit(s) in fulfillment of the inclusionary housing requirements for the PROJECT pursuant to the COUNTY's Affordable Housing Program;

1. Number of Affordable Housing Units To Be Constructed:

no (0) affordable unit(s) shall be provided on-site as follows:

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

one (1) affordable unit(s) shall be provided off-site as follows:

Project Name: (none)

Tract Number (none)

Permit Number: (none)

APN(s): **026-081-49**

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

Comer of **Capitola** Road and **Capitola** Road Extension

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	1	4	(To be determined)
Lower Income			
Very Low Income			

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.

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 8

8. 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, COUNTY shall allow DEVELOPER to transfer affordable housing credits as indicated below to meet the inclusionary housing obligation of the PROJECT. DEVELOPER agrees that if less than one third of the lots are retained by the DEVELOPER or are sold to one individual for the construction of housing units, DEVELOPER shall enter into an amended Certification and Participation Agreement to meet the inclusionary housing requirement pursuant to the provisions of the COUNTY's Affordable Housing Program.

1. Transfer of Credits:

no (0) affordable unit(s) shall be provided through transfer of affordable housing credit(s) from the following project:

Project Name:

Tract Number:

Applicant Name:

APN(s):

Participation Agreement recorded on:

2. Timing of Credit Transfer.

DEVELOPER agrees to transfer the affordable housing credit(s) to the PROJECT either prior to or progressively with the construction of the market rate units in the PROJECT, in the same ratio as the affordable unit requirement which is applicable to the PROJECT. If there are no credits available for purchase at the time the transfer is required to be completed, DEVELOPER shall be required to otherwise provide the affordable housing unit(s) pursuant to the COUNTY's Affordable Housing Program, and DEVELOPER agree to enter into an amended Certification and Participation Agreement setting forth how the inclusionary housing requirement will be met.

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

Page 9

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:

no (0) affordable lot(s) shall be dedicated to the County as follows:

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

2. Payment of In-lieu Fees:

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.

no (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):

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.

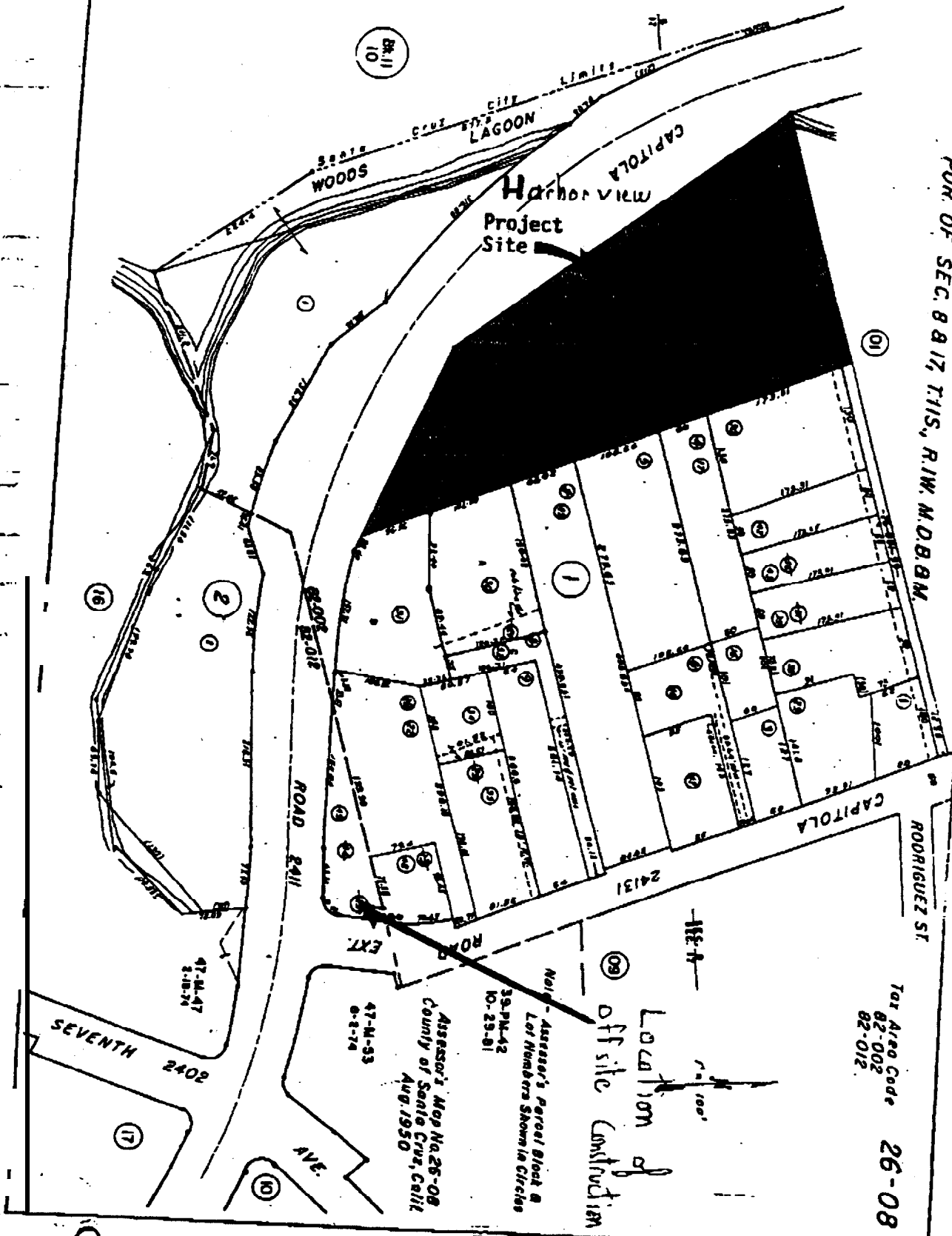
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ASSESSOR'S PARCEL MAP
Application No. 95-0188
APN: 026-081-32

FOR TAX PURPOSES ONLY

POR OF SEC. 8 A 17, T11S, R1W, N. 08. 04M.



Tax Area Code 26-08
82-002
82-012

EXHIBIT

SUBDIVISION AGREEMENT

(Partial Release Tract)

428

THIS AGREEMENT, by and between Rosa Hussey, 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 1373, Harborview 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.

WHEREAS, SUBDIVIDER has entered into an agreement with the Santa Cruz County Sanitation District for the performance of certain work in relation to Tract 1373, Harborview. A true and correct copy of that agreement is attached hereto as Exhibit "A".

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. 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 \$316,400 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 SUBDMR. SUBDIVIDER shall submit documentation to the County in order to verify that the work required to gain a partial release has been completed.

430

- B. Labor and Material Security in the amount of \$158,200-, 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 \$4000- (CASH).
- D. Tax Security \$3000-.
- E. Monumentation Security in the amount of \$2700-.

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 \$158,200-, 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 14.0151 l(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: \$73,650-*
☐ Security is held by agency.

*THIS SECURITY WILL BE ELIGIBLE FOR RELEASE AT THE TIME THE WATER PURVEYOR RECEIVES A SECURITY IN THE SAME AMOUNT FOR THE WORK COVERED.
- 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)

431

d. Other Santa Cruz County Sanitation District

Name(s)

✓ Security held by County: \$160,000-

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. 1373, HEATHER TERRACE

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: _____
Subdivider

Address: _____

G G : b b s

Phone: _____

APPROVED AS TO FORM:

Dee S.
Chief Assistant County Counsel

SUBAGMLD(DOC)/PRTB

AGREEMENT FOR CONSTRUCTION OF SANITARY SEWER
IMPROVEMENTS

433

THIS AGREEMENT, is entered into this ____ day of _____, 1998, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called "DISTRICT-" and _____, hereinafter referred to as SUBDIVIDER.

Witnesseth:

WHEREAS, in connection with the development of that certain subdivision known as Tract 1373, Harborview, 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, certain work and improvements requiied by the DISTRICT have not been completed, to wit:

The relocation of existing DISTRICT pump station, the construction or replacement of new or existing public sewer mains and appurtenances, and the construction of new public force main, all to be built or completed in accordance with improvment plans on file with, and approved by the DISTRICT Engineer and Director of Public Works.

WHEREAS, SUBDIVIDER hereby proposes to enter into an agreement with DISTRICT, by the terms or which agreement SUBDIVIDER agrees to have the work and improvments set forth above completed on or before two years from the date of execution of this agreement or the SUBDIVISION AGREEMENT to be entered into between the County of Santa Cruz and SUBDIVIDER, pursuant to Sections 14.0 1.5 10, et seq. of the Santa Cruz County Code, whichever is later.

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

1. SUBDIVIDER, as a requirement of the DISTRICT, shall do all necessary work and construct the sanitary sewer improvements, including but not limited to, pump station, force main, gravity sewer mains and appurtenances in accordance with the SUBDIVIDER'S Engineer's estimate and improvement plans, approved by the DISTRICT Engineer, on file with the Director of Public Works.

2. DISTRICT has set aside funds in the amount of One Hundred and Sixty Thousand Dollars (\$160,000.00) for repayment as evidenced by the attached DISTRICT Board actions dated March 19, 1998 and approved the **terms** of this agreement. These funds will act as the security for the DISTRICT'S share of the improvements and are based upon the the proportional cost breakdown of the construction items as listed in the attached "Exhibit A".

3. SUBDIVIDER will provide securities in the proportion and the amount of _____ Dollars (\$) t o c o v e r SUBDIVIDER'S portion of the improvements, including sanitary sewer improvements, as evidenced by the requirements of the Department of Public Works.

4. In the event SUBDIVIDER fails to construct sanitary sewer improvements, **his** security will be used to construct these **improvements**, together with the money set aside by DISTRICT for repayment.

5. If SUBDIVIDER fails to perform, all sanitary sewer improvements and appurtenant easements will automatically dedicated to the DISTRICT concurrent with their approval and acceptance by the DISTRICT by **default**.

SANTA CRUZ COUNTY
SANITATION DISTRICT

BY: _____
District Engineer

B Y : _____
Subdivider

Address:

APPROVED AS TO FORM:

Assistant County Counsel

Phone: _____

OWNER'S STATEMENT

WE HEREBY STATE 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 PARTY NECESSARY TO SIGN SAID MAP PURSUANT TO PROVISIONS OF SECTION 66438 OF THE CALIFORNIA STATE GOVERNMENT CODE AND WE CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN UPON THIS MAP WITHIN THE DISTINCTIVE BORDER LINE SHOWN HEREON.

WE HEREBY OFFER TO DEDICATE TO THE COUNTY OF SANTA CRUZ FOR ROAD AND PUBLIC UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION, PARCEL "A".

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SANTA CRUZ EASEMENTS FOR ANY AND ALL PUBLIC UTILITY FACILITIES INCLUDING BUT NOT LIMITED TO, THE PACIFIC BELL CORPORATION, AND PACIFIC GAS AND ELECTRIC COMPANY, AND ALL APPURTENANCES THERETO UNDER, UPON OR OVER THE LAND DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

WE ALSO HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SANTA CRUZ, SANITARY SEWER EASEMENTS IN, UNDER, OVER, UPON, AND ACROSS THOSE CERTAIN STRIPS OF LAND DELINEATED AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).

WE ALSO HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR WALKWAY PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "WALKWAY EASEMENT".

WE ALSO HEREBY OFFER TO DEDICATE TO THE COUNTY OF SANTA CRUZ AN OPEN SPACE EASEMENT OVER PARCEL "B".

OWNER: ROB MUSSEY STEVEN J. MUSSEY

TRUSTEE: _____

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

ON _____ BEFORE ME _____
PERSONALLY APPEARED ROB MUSSEY AND STEVEN J. MUSSEY, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS ON THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

TRUSTEE'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

ON _____ 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(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 _____

CLERK OF THE BOARD'S STATEMENT

THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ DOES HEREBY STATE THAT ALL CERTIFICATES AND SECURITIES REQUIRED BY THE PROVISIONS OF SECTIONS 66492 AND 66493 OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE HAVE BEEN DULY FILED AND DEPOSITS HAVE BEEN MADE PURSUANT TO THE AUTHORITY DELEGATED TO ME BY SAID BOARD. I HEREBY APPROVE SAID CERTIFICATES AND SECURITIES ON BEHALF OF THE COUNTY OF SANTA CRUZ.

DATED _____ BY _____
COUNTY ADMINISTRATIVE OFFICER AND EX-OFFICIO
CLERK OF THE BOARD OF SUPERVISORS

BY DEPUTY _____

AUDITOR'S TAX AND ASSESSMENT CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR AGAINST ANY PART THEREOF EXCEPT TAXES WHICH ARE NOT YET PAYABLE AND WHICH IT IS HEREBY ESTIMATED WILL NOT EXCEED THE SUM OF _____ FOR THE YEAR 19____-19____; AND THAT SAID LAND IS NOT NOR IS ANY PART THEREOF SUBJECT TO ANY SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN PAID IN FULL AND THAT THIS CERTIFICATE DOES NOT INCLUDE ANY ASSESSMENT OF ANY ASSESSMENT DISTRICT THE BONDS OF WHICH HAVE NOT YET BECOME A LIEN AGAINST SAID LAND OR ANY PART THEREOF.

DATED _____ AUDITOR-CONTROLLER OF THE COUNTY OF
SANTA CRUZ

BY DEPUTY _____

BOARD OF SUPERVISORS' CERTIFICATE

IT IS HEREBY ORDERED THAT THE MAP OF TRACT NO. 1373 "HARBORVIEW" BE, AND THE SAME IS HEREBY APPROVED; THAT PARCEL "A" SHOWN ON SAID MAP AND THEREON OFFERED FOR ROAD PURPOSES IS NOT ACCEPTED. THE PUBLIC UTILITIES EASEMENTS AND PARCEL "A" ARE HEREBY ACCEPTED FOR PUBLIC UTILITY PURPOSES INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION. THE OFFER FOR SSE (SANITARY SEWER EASEMENT), OPEN SPACE EASEMENT (PARCEL B) WALKWAY EASEMENT ARE HEREBY ACCEPTED.

I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS ON THE COUNTY OF SANTA CRUZ AT A MEETING OF SAID BOARD HELD ON THE _____ DAY OF _____, 19____.

COUNTY ADMINISTRATIVE OFFICER AND
EX-OFFICIO CLERK OF THE BOARD OF
SUPERVISORS OF THE COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA.

BY: _____
DEPUTY

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 19____, AT _____ IN BOOK _____
OF MAPS AT PAGE _____ AT THE REQUEST OF THE COUNTY SURVEYOR.

COUNTY RECORDER _____ RICHARD W. BEDAL _____ DATE _____

BY DEPUTY _____

SERIAL NO. _____ FEE NO. _____

ENGINEER'S STATEMENT

I, JOE L. AKERS, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RON MUSSEY, ON DECEMBER, 1993. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE OCTOBER 1997, AND THAT SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOE L. AKERS, RCE 20372, EXPIRES 9/30/97



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP, THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT, SECTIONS 66410 ET. SEQ. OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND THE SANTA CRUZ COUNTY SUBDIVISION ORDINANCE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND CONFORMS WITH THE ACTION OF THE TENTATIVE MAP THEREOF TAKEN BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ ON THE 28th DAY OF DECEMBER, 1993.

DATE _____

JOHN A. FANTHAM
RCE 17572 EXPIRES 6/30/97

TRACT NO.1373 HARBORVIEW

APN 26-081-32

BEING A PORTION OF LANDS OF ERNEST KINZLI
DESCRIBED IN DEED RECORDED IN VOLUME
219, PAGE 274 FEBRUARY 17, 1932
AND LYING WITHIN THE
NORTH 1/2 OF SECTION 17 T.11S R.1W M.D.B.&M.
SANTA CRUZ COUNTY OFFICIAL RECORDS

FEBRUARY, 1998

JOE L. AKERS
CIVIL ENGINEER

512 CAPITOLA AVE. STE. 201 CAPITOLA, CA 95010 (408) 475-8557

4

(CEMETERY)
ROMAN CATHOLIC BISHOP
o f MONTEREY, CA.
1.559 OR 17

LEGEND

- ⊙ INDICATES COUNTY MONUMENT FOUND
- ⊙ INDICATES COUNTY MONUMENT SET
- ⊙ INDICATES 3/4" I.P. SET, TAGGED RCE 20372
- ⊙ INDICATES 1 1/2" I.P. SET, TAGGED RCE 20372
- ⊙ INDICATES I.P. FOUND AS NOTED
- (R) RADIAL
- [] INDICATES RECORD DATA
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- L.S.E. INDICATES LANDSCAPE EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT

THE DISTINCTIVE BORDER INDICATES THE LIMITS OF THE LAND BEING SUBDIVIDED
ALL DISTANCES AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
TOTAL AREA SUBDIVIDED BY THIS MAP IS 3.0763 AC.

TRACT NO.1373 HARBORVIEW

APN 26-081-32

BEING A PORTION OF LANDS OF HUSB EY, ET AL
DESCRIBED IN DEED RECORDED IN VOLUME
8627 OR 464 JANUARY 10, 1915
AND LYING WITHIN THE
NORM 1/2 OF SECTION 17 T.11S R.1W M.D.B.A.M.
SANTA CRUZ COUNTY OFFICIAL RECORDS

FEBRUARY, 1996

JOC L. AKERS

812 CAPITOLA AVE STE 101 MONTEREY, CA 95030 (408) 478-6857

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS MAP WAS TAKEN AS
N 33°52'20" W ALONG THE NORTHEASTERLY LINE OF
CAPITOLA ROAD AS SHOWN ON THE RECORD OF SURVEY
MAP OF A PART OF CAPITOLA ROAD RECORDED IN VOL
32 OF MAPS AT PAGE 101 SANTA CRUZ COUNTY RECORDS
AND WAS ESTABLISHED FROM MONUMENTS FOUND AS SHOWN.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	43.50'	51.00'	67°10'28"
C2	43.50'	5.89'	04°43'43"
C3	43.50'	27.81'	36°45'29"
C4	43.50'	40.00'	52°41'10"
C5	43.50'	20.00'	26°20'34"
C6	43.50'	5.58'	07°20'40"
C7	43.50'	28.99'	38°11'17"
C8	20.50'	25.52'	71°18'05"
C9	58.50'	16.43'	16°05'13"
C10	101.50'	13.20'	07°26'55"
C11	101.50'	52.00'	28°21'15"
C12	101.50'	84.18'	47°31'12"
C13	75.00'	104.43'	79°46'54"
C14	85.00'	23.87'	16°05'13"

(CEMETERY)
ROMAN CATHOLIC BISHOP
OF MONTEREY, CA.
1859 OR 17

" NON-TITLE INFORMATION "

TRACT NO.1373 HARBORVIEW

APN 26-081-32
BEING A PORTION OF LANDS OF HUSSEY, ET AL.
DESCRIBED IN DEED RECORDED IN VOLUME
8627 OR 464 JANUARY 20, 1895
AND LYING WITHIN THE
NORTH 1/2 OF SECTION 17 T.11S R.1W M.D.S.M.
SANTA CRUZ COUNTY OFFICIAL RECORDS

FEBRUARY, 1986

JOE L. AKERS

CIVIL ENGINEER

872 CAPITOLA AVE. STE. 201 CAPITOLA, CA 95010 (408) 475-8337



NORTH
SCALE 1" = 30'

KEITH B. CORNICK
5761 OR 750

TOBIN BROWN MATHEWS
ARTHUR T. MATHEWS III
4968 OR 65

RALPH GARCIA, ET. UX.
1961R 4 17

NOTE: STRUCTURES WITHIN THIS SETBACK SHALL BE
FOUNDED ON PIERS. SEE LETTERS BY:
STEVEN RAAS & ASSOC. DATED JULY 13, 1985.
PROJECT NO. 8843-9238-21
ROBERTS E. JOHNSON & ASSOC. DATED JULY 12, 1985
JOS. 410. R85039 - 88

WILDING ENVELOPES AND/OR BUILDING SETBACK LINES LOCATED
ACCORDING TO THE APPROVED TENTATIVE MAP.

LOTS SHALL BE CONNECTED FOR WATER SERVICE TO SANTA CRUZ
MUNICIPAL UTILITIES.

LOTS SHALL BE CONNECTED FOR SEWER SERVICE TO THE SANTA
CRUZ COUNTY SANITATION DISTRICT.

ALL FUTURE CONSTRUCTION ON THE LOTS SHALL CONFORM TO THE
DESIGN GUIDELINES CONTAINED IN EXHIBIT "D".

TO ENSURE THAT PROJECT IMPROVEMENTS DO NOT RESULT IN SOIL
INSTABILITY, THE OWNER/APPLICANT SHALL ADHERE TO ALL RECOM-
ENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY
RAAS AND ASSOCIATES DATED APRIL 24, 1985, AS ACCEPTED BY THE
COUNTY PLANNING DEPARTMENT.

Parcel B
84,380 SF.
12,477 AC
Open Space Easement

PARCEL A
39 PM 42