

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

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA : DECEMBER 15, 1998
December 4, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1348, HARBOR VISTA

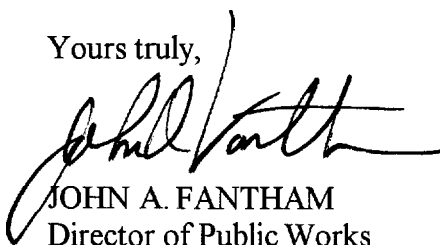
Members of the Board:

The original two-year subdivision agreement between Harbor Vista Partnership and the County of Santa Cruz has expired. The Harbor Vista Partnership has requested a two-year extension. A letter of credit provided by a financial institution is the security backing the subdivision and is still in place.

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

1. Authorize the Director of Public Works to sign the subdivision agreement between Harbor Vista Partnership and the County of Santa Cruz.
2. Direct the Clerk of the Board to file the new recorded subdivision agreement submitted by Harbor Vista Partnership, return a copy to Harbor Vista Partnership, and furnish a copy to Public Works.

Yours truly,



JOHN A. FANTHAM
Director of Public Works

CRG:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works

AHRM

SUBDIVISION AGREEMENT
(Partial Release Tract)

288

THIS AGREEMENT, by and between HARBOR VISTA PARTNERSHIP
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 1348 HARBOR VISTA 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. C O N S T R U C T I O N - 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 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.

289

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 \$ 95,500.00 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 \$47,750.00, 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 \$2,500.00. (\$1432.50 MIN. IN CASH)
- D. Tax Security 96-97 TAX LIEN \$10,000.00
(CASH OR INSTRUMENT OF CREDIT)
- E. Monumentation Security in the amount of \$2,550.00.

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 \$47,750.00, 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 14.01511(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 SANTA CRUZ CITY WATER DEPARTMENT
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~~ OTHER (LANDSCAPING) COUNTY OF SANTA CRUZ
 _____ Name of Agency
 ✓ Security held by County: \$ 5,000.00
 _____ Security is held by Company(ies)
- d. Other (FUTURE SEVENTH AVE. ROADSIDE IMPROVEMENTS) COUNTY OF SANTA CRUZ
 _____ Name(s)
 ✓ Security held by County: \$ 3,000.00
 _____ 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) _____.~~ 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. 1348 HARBOR VISTA.

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 OCT, 1998.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: James A. Gilbert
S÷r JAMES A GILBERT; PARTNER

Address:

177 Webster St. #469
Monterey, Cal. 93940

Phone: 831-372-1499

APPROVED AS TO FORM:

Samuel J. 11/8/96
Ass't County Counsel
SUBAGMLD(DOC)

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

} ss.

On **NOVEMBER 4, 1998** before me, the undersigned a Notary Public, personally appeared
JAMES A. GILBERT

personally known 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 *Sandi Culver*
Sandi Culver

Name (Typed or Printed)

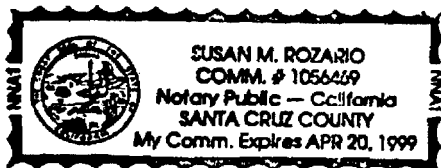
Notary Public in and for said County and State



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Santa Cruz
 On November 23, 1998 before me, Susan Rozario, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared John Faatan
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 M. Rozario
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: Subdivision Agreement re. Harbor Vista Partnership
 Document Date: 10-15-98 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____ _____ _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here	Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-in-Fact <input checked="" type="checkbox"/> 5 Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____ _____ _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here
---	---	--	---