



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz 401

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 464-2160 FAX (831) 464-2385 TDD (831) 464-2123

AGENDA: MAY 18, 1999

May 6, '1999

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

SUBJECT: TRACT 1410 - ALEXANDRIA GARDENS, APN 29-1 1 1-04
CAPITOLAROAD

Members of the Board:

Submitted herewith is the final map for Tract 14 10, Alexandria Gardens, containing three sheets. This map has been duly checked and processed by Public Works 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 May 4, 1999,
in the total amount of \$195,195.00 for the following items:

Faithful Performance Security	\$122,270.00
Labor and Materials Security	\$ 61,135.00
Guarantee, Warranty, and Maintenance (to be retained from Faithful Performance)	\$ 61,135.00
Inspection	\$ 2,500.00 (\$1,835 cash)
Monumentation	\$ 2,625.00
Taxes	1999-2000 Lien (\$8,500.00)

The Guarantee, Warranty, and Maintenance amount of \$61,135.00 is not included in the total \$195,195.00, submitted in accordance with the Subdivision Agreement.

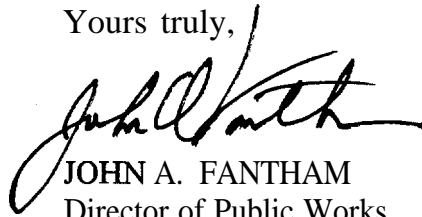
The affordable housing requirement for this project has been met (a copy of the **Affordable** Housing Agreement is attached).

The Planning Department advised us on May 6, 1999, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$1,835.00 for Construction Inspection.

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

1. Approve the final map of Tract 14 10, Alexandria Gardens.
2. Authorize the Director of Public Works to sign the Subdivision Agreement on behalf of the County.
3. Direct the Clerk of the Board to file the executed Subdivision Agreement and securities, execute the certificates of the Board of Supervisors and the Clerk of the Board of Supervisors and submit the final map to the Public Works Department for recording with the County Recorder.

Yours truly,




JOHN A. FANTHAM
Director of Public Works

JLC:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works Department
Planning Department
Ifland Engineers

ALEXM.

Statement of Owner

We hereby certify that we are the owners of the real property included within the subdivision shown on this map and that we are the only persons necessary to sign said map pursuant to provision of Section 66445(E) of the government code of the State of California, and we consent to the making of said map and said subdivision as shown within the distinct border lines and we hereby offer for dedication "Byer Road", "Byer Court", and those strips labeled "6' P.U.E." for public utilities purposes including, but not limited to, Pacific Bell Corporation. We offer for dedication to the Santa Cruz County Sanitation District "Byer Road" and "Byer Court" for sanitary sewer purposes. We hereby irrevocably offer for dedication the lands shown hereon as Byer Road and "Byer Court" to the County of Santa Cruz for road purposes. We also hereby offer for dedication those strips labeled "S.D.E." for storm drain purposes. We hereby offer the "1' non-access strip" along the southerly boundary to the County of Santa Cruz.

Alexandria Gardens, L.L.C.

New West Associates, Inc., Member

Marsha A. Morgan
Marsha A. Morgan, President

Steiger-Clausing and Son, Inc., Member

William A. Steiger
William A. Steiger, Vice President

PORTOLA INVESTMENT CORPORATION, trustee under deed
of trust Recorder's Serial Number _____
Official Records of Santa Cruz County.

Ben A. Tinkley
By: Ben A. Tinkley



State of California
County of Santa Cruz

On this 29th day of April, 1999, before me, the undersigned, a notary public in and for said county and state, personally appeared Marsha A. Morgan and William A. Steiger, 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

Nancy B. Tinkley
Notary Public in and for the County
of Santa Cruz, State of California

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 1999-2000, and that said land is not, nor is any part thereof, subject to any special assessment which has 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, State of California

By: _____
Deputy

State of California
County of Santa Cruz

On this 30th day of April, 1999, before me, the undersigned, a notary public in and for said county and state, personally appeared Ben A. Tinkley and _____, 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

Lulu P. Smalley
Notary Public in and for the County
of Santa Cruz, State of California

Board of Supervisors Certificate

It is hereby ordered that the map of Tract 1410, Alexandria Gardens, be, and the same is hereby approved, and that "Byer Road" and "Byer Court" are hereby rejected for road and sanitary sewer purposes. "Byer Road", "Byer Court", and lands shown hereon as "P.U.E." are accepted for public utilities purposes, including, but not limited to, Pacific Bell Corporation. Lands shown hereon as "S.D.E." are rejected for storm drain purposes. We hereby accept the "1' non-access strip".

I certify that the foregoing was adopted by the Board of Supervisors of the County of Santa Cruz at a meeting said board held on the _____ day of _____, 1999.

Clerk of the Board of Supervisors of the
County of Santa Cruz, State of California

By: _____
Deputy Clerk

Certificate of Clerk of Board

The Clerk of the Board of Supervisors of the County of Santa Cruz does hereby certify that all certificates and securities required under the provisions of Sections 66492 and 66493 of the government code have been duly filed and deposits have been duly 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.

Clerk of the Board of Supervisors

Date: _____

By: _____
Deputy Clerk

Statement of Surveyor

This map was made by me or under my direction and is based on a field survey in February, 1998. The survey is true and complete as shown. All monuments are of the character and occupy the positions indicated, or they will be set in those positions on or before September 30, 2001. The monuments are, or will be, sufficient to enable the survey to be retraced.

Signed: Gary R. Ifland
Gary R. Ifland PLS No. 7637

**Statement of County Surveyor**

I hereby certify that I have examined this Final Map and the subdivision as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof. All provisions of the Subdivision Map Act, (Sections 66410) and the County of Santa Cruz Subdivision Ordinance applicable at the time of approval have been complied with. I am satisfied that this map is technically correct and conforms with the action on the Tentative Map thereof taken by the Planning Commission of the County of Santa Cruz on January 27, 1999.

Dated: _____

County Surveyor of the County of Santa Cruz
State of California RCE 17572, Exp. 6-30-01

Certificate of Recorder

Serial Number: _____

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

Dated: _____

Signed: _____
County Recorder

TRACT NUMBER 1410

Alexandria Gardens

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ
CONVEYED TO ALEXANDRIA GARDENS, L.L.C., BY DEED
RECORDED AT DOCUMENT NO. 1998065524
OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

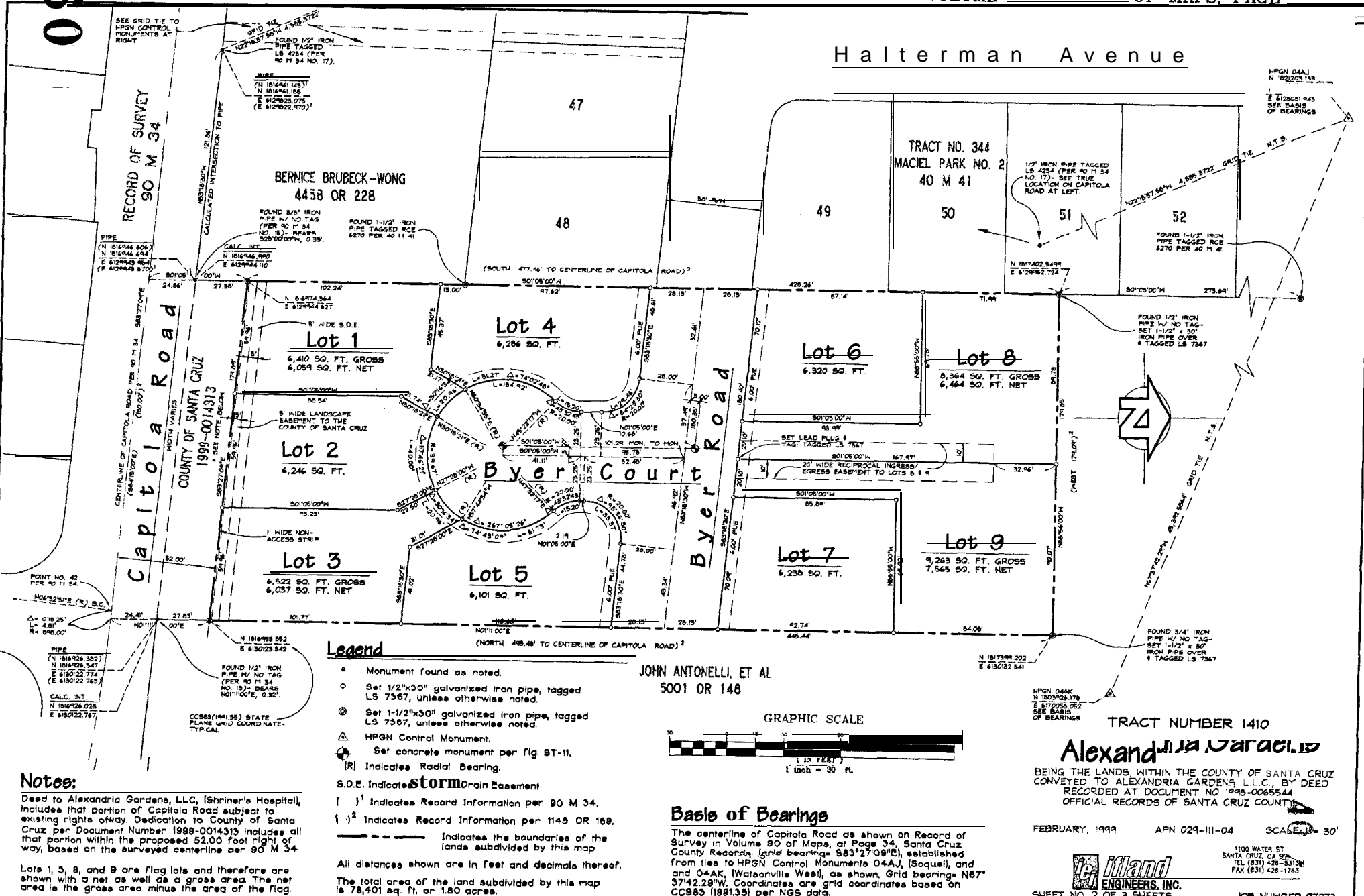
FEBRUARY, 1999 APN 029-111-04 SCALE 3/4



1100 WATER STREET
SANTA CRUZ, CA 95062
TEL (831) 426-5315
FAX (831) 426-1763

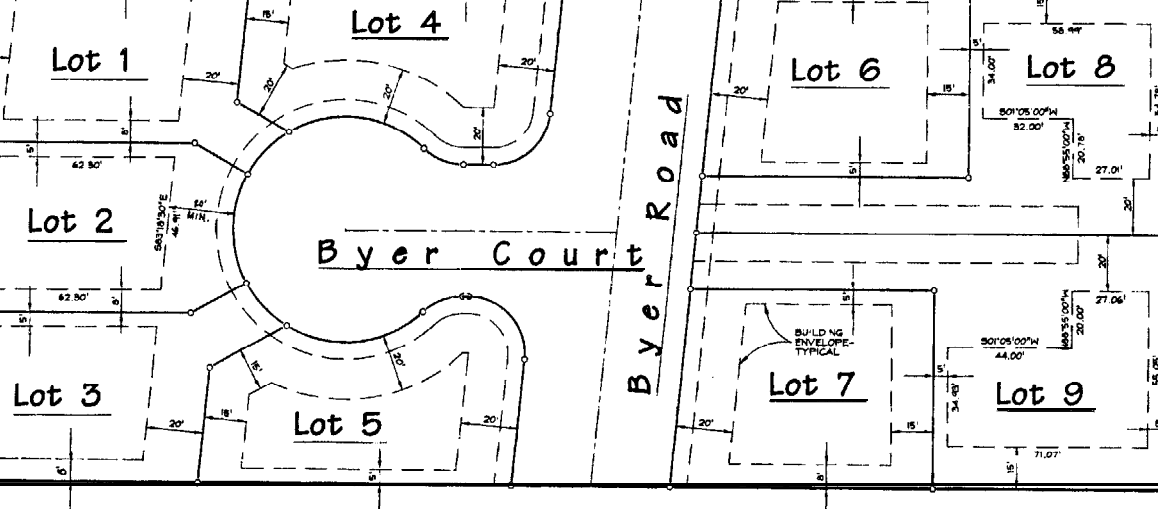
SHEET NO 1 OF 3 SHEETS

JOB NUMBER 97273

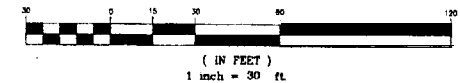


Capitola Road

Byer Road



GRAPHIC SCALE



Non-Title Notes

The property described herein is adjacent to land used for agricultural purposes. Residents of this property may be subject to inconveniences or discomforts arising from the use of agricultural chemicals, including herbicides, pesticides and fertilizers, and from the pursuit of agricultural operations including plowing, spraying, pruning and harvesting which occasionally generates dust, noise, smoke, and odor. Santa Cruz County has established agriculture as a priority use on productive agricultural lands. Residents of adjacent property should be prepared to accept such inconveniences or discomforts resulting from normal, necessary farm operation.

1. Lots shall be connected for water service to Santa Cruz Municipal Utilities District.
2. Lots shall be connected for sewer service to Santa Cruz County Sanitation District.

3. All future construction on the lots shall conform to the design guidelines and preliminary architectural floor plans and elevations shown on the Project Plans, Exhibit "B" and shall meet the following additional conditions:

- a. No changes in the placement of windows that face directly towards existing residential development as shown on the architectural plans (Exhibit "B"), shall be permitted without a major amendment to this permit that consists of the review and approval by the decision-making body at a public hearing noticed in accordance with Section 18.10.223 of the County Code.
- b. Exterior finishes shall incorporate horizontal wood siding, composition shingle roofing, and heavy timber wood trim. T-1-11 siding is prohibited.
- c. Exterior colors shall be either earthtone, marine (gray/blue families), or white/offwhite/beige, and shall consist of one body color, and one or two accent colors. Color combinations shall be reviewed and approved by County Planning Staff and shall be visually interspersed throughout the subdivision. Future color changes shall be reviewed and approved by county Planning Staff.
- d. The rear elevations of the residences which back onto Capitola Road shall receive the same architectural treatments as their streetfacing to avoid a "rear-end" look along Capitola Road.
- e. All garage doors shall be roll-up.
- f. Fencing within the required 20-foot front and street side yard setbacks and along the common driveway shall be a maximum of three (3) feet in height and a maximum of six (6) feet in height thereafter. All fencing shall be consistent in materials, design and finish throughout the subdivision.
- g. The residences shall comply with the construction recommendations of the project acoustical engineer and shall comply with the standards established by General Plan Noise Objective 6.9.1.

4. Notwithstanding the approved preliminary architectural plan, all future development shall comply with the development standards set forth by the "R-1-S" zoning district.

5. A final Landscape Plan for the entire site specifying the species, their size, and irrigation plans and meet the following criteria:

- a. Limitation. Turf area shall not exceed 25 percent of the total landscaped area. Turf area shall be of low to moderate water-using varieties, such as tall fescue. Turf areas should not be in areas less than 5 feet in width.

b. Plant Selection. At least 80 percent of the plant materials selected for non-turf areas (equivalent to 40 percent of the total landscaped area) shall be well-suited to the climate of the region and require minimal water once established (drought tolerant). Native plants are encouraged. Up to 20 percent of the plant materials in non-turf areas (equivalent to 15 percent of the total landscaped area), need not be drought tolerant, provided they are grouped together and can be irrigated separately.

c. Soil Conditioning. In new planting areas, soil shall be tilled to a depth of 6 inches and amended with six cubic yards of organic material per 1,000 square feet to promote infiltration and water retention. After planting, a minimum of 2 inches of mulch shall be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.

d. Irrigation Management. All required landscaping shall be provided with an adequate, permanent and nearby source of water which shall be applied by an installed irrigation, or where feasible, a drip irrigation system. Irrigation systems shall be designed to avoid runoff, overspray, low head drainage, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways or structures.

Appropriate irrigation equipment, including the use of a separate landscape water meter, pressure regulators, automated controllers, low volume sprinkler heads, drip or bubbler irrigation systems, rain sensors devices, and other equipment shall be utilized to maximize the efficiency of water applied to the landscape.

Plants having similar water requirements shall be grouped together in distinct hydrozones and shall be irrigated separately.

The irrigation plan and an irrigation schedule for the established landscape shall be submitted with the building permit application. The irrigation plan shall show the location, size and type of components of the irrigation system, the point of connection to the public water supply and designation of hydrozones. The irrigation schedule shall designate the timing and frequency of irrigation for each station and list the amount of water, in gallons or hundred cubic feet, recommended on a monthly and annual basis.

Landscape irrigation should be scheduled between 6:00 p.m. and 11:00 a.m. to reduce evaporative water loss.

e. All planting shall conform to Exhibit "C", Landscaping Plan. The following project specific landscape requirements apply:

1. A minimum 5 foot wide landscaping strip shall be installed on the south side of the sound wall along Capitola Road.
2. One minimum 15 gallon size street tree of a species selected from the County Urban Forestry Master Plan/Landscape Criteria and a drip irrigation system shall be installed in the separated sidewalk landscaping strip.
3. Minimum 20-foot wide landscape strips shall be installed along the east and west sides of the common driveway. Revise the Landscape Plan to include a common landscaped area at the northern terminus of the common driveway to avoid a "dead-end" look at the fence.

6. All future development on the lots shall comply with the requirements of the geotechnical report prepared by Donald M. Thompson & Associates, dated March 1998.
7. Submit a written statement signed by an authorized representative of the school district in which the project is located confirming payment in full of all applicable developer fees and other requirements lawfully imposed by the school district in which the project is located. In the case of the Live Oak School District, the applicant/developer is advised that the development may be subject to inclusion in the Mello-Roos Community Facilities District.

See sheet 2 for information not shown on this drawing.

Non-Title Sheet

TRACT NUMBER 1410

Alexandria Gardens

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ,
CONVEYED TO ALEXANDRIA GARDENS, L.L.C., BY DEED
RECORDED AT DOCUMENT NO. 1998-0065544
OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

FEBRUARY, 1999

APN 029-111-04

SCALE: 1" = 30'

Illand
ENGINEERS, INC.

1100 WATER STREET
SANTA CRUZ, CA 95062
TEL (831) 426-5313
FAX (831) 426-1763

SHEET NO. 3 OF 3 SHEETS

JOB NUMBER 97273



MONTEREY
BAY BANK

400

REALESTATELOANCENTER 567 AutoCenter Drive, Watsonville, CA 95076

Tel 831/768-4800 Fax 831/722-8674

May 4, 1999

Ms. Joan Carpenter
County of Santa Cruz
Department of Public Works
701 Ocean Street
Santa Cruz, CA 95060

RE: Alexandria Gardens Tract 14 10
Letter of Credit # 111

Dear Joan:

We hereby issue you this Irrevocable Letter of Credit in the total amount of \$195,195.00 to provide the sureties required by that agreement between the County of Santa Cruz and Alexandria Gardens, LLC for the subdivision known as Alexandria Gardens Tract 1410.

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. Faithful Performance Security for the amount of \$122,270.00.
- B. Labor and Material Security in the amount of \$61,135.00.
- c. Inspection Fee Security in the amount of \$2,500.00 (\$1,835.00 in cash).
- D. Tax Security in the amount of \$8,500.00.
- E. Monumentation Security in the amount of \$ 2,625.00
- F. A portion of the Faithful Performance Security shall be converted to a Guarantee, Warranty and Maintenance of Work Security in the amount of \$61,135.00 as provided in said agreement.

This irrevocable Letter of Credit shall be available to the County of Santa Cruz for a period of 24 months.

The funds will be released to the County of Santa Cruz upon written notice that any term of said agreement is in default.

Ben A. Tinkey, Senior Vice President
Chief Loan Officer



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California 407
 County of SANTA CRUZ
 On MAY 4, 1999 before me, Kelly L Smedley
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared BEN A. TINKY
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

Kelly L Smedley
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer Is Representing:

SUBDIVISION AGREEMENT
(Partial Release Tract)

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THIS AGREEMENT, by and between ALEXANDRIA
Gardens LLC 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 1410 ALEXANDRIA GARDENS
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.

A. 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.

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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 \$122,270.00 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. 410

- B. Labor and Material Security in the amount of \$61,135.00, 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. (\$1,835.00 IN CASH)
- D. Tax Security CURRENT TAXES PAID + '99-2000. LIEN OF \$8,500.00
- E. Monumentation Security in the amount of \$2,625.00.

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 \$61,135.00, 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 N/A
Name of Agency
____ Security held by County: \$____
____ Security is held by agency.

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

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

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

N/A HAVE been acquired. (Describe and attach documentation).

N/A 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 \$ N/A or 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: 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. 1410 ALEXANDRIA GARDENS

8. BINDING ON SUCCESS-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: William A. Steyer
Subdivider

Address: _____

Phone: _____

APPROVED AS TO FORM:

James L. ... 11/8/96
Asst County Counsel
SUBAGMLD(DOC)



413

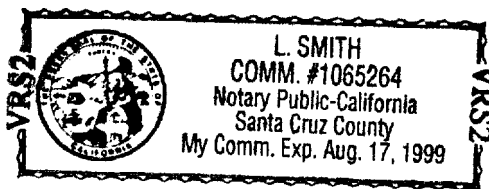
STATE OF CALIFORNIA
COUNTY OF Santa Cruz

} ss.

On 5-4-99, before me, L. Smith,
personally appeared Marsha A. Morgan & William
A. Steiger, 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



(This area for official notarial seal)

Title of Document _____

Date of Document _____ No. of Pages _____

Other signatures not acknowledged _____

COPY of Document Recorded **414**
22-Apr-1999 1999-0029052

Has not been compared with original
SANTA CRUZ COUNTY RECORDER

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 26th day of March, 1999, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Alexandria Gardens, LLC hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Alexandria Gardens, Tract Number 1410, and Assessor's Parcel Number : 028-1 1 I-04 called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a nine (9) lot subdivision with remainder lot, and to construct nine (0) Residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on 2-24-99 the COUNTY by approval of Residential Development Permit No. 98-0204 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 designated affordable 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**

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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 designated affordable housing unit(s) (hereinafter called "UNIT(S)" for rent pursuant to this Agreement, DEVELOPER shall offer said UNIT(S) for rent 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. The sale or conveyance of the PROJECT 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 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**

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7. COSTS AND ATTORNEYS 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.
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.

COUNTY OF SANTA CRUZ:

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

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

By: Masha A. Morgan
Name: Title: Property Owner

By: William A. - Steiger
Name: Title: Property Owner

By: _____
Name: Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By: Cherry McCormick
Name: Cherry McCormick Title: County Housing Coordinator

ATTACHMENT: 1) Exhibit A: Inclusionary Housing Provisions
2) Approved Tentative map (8.5" x 11") with affordable lots indicated
(to be provided by OWNER)

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

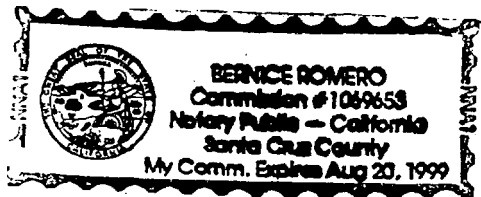
Page 4

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On April 15, 1999, 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 executed the same in his authorized capacity, and that by his 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.



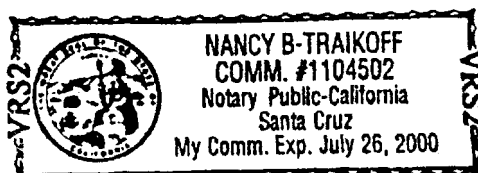
Bernice Romero
Signature of Notary Public

OWNER ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On MARCH 31, 1999, before me NANCY B. TRAIKOFF
personally appeared MARSHA A. MORGAN AND WILLIAM A. STEIGER,
☒ 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: /)



Nancy B. Traikoff
Signature of Notary Public

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

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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:

one (1) affordable unit(s) to be provided on-site as follows:

Lot Number(s) / Unit Number(s): Four (4)

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

Project Name:

Tract Number:

Permit Number:

APN(s): N/A

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

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	1706
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**

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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:

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

Project Names:

Tract Number:

Applicant Name: .

APN(s):

Participation Agreements recorded on:

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**

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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:

 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.

 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.

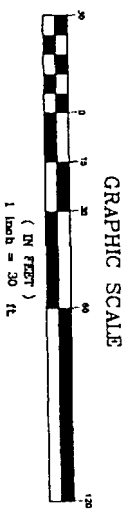
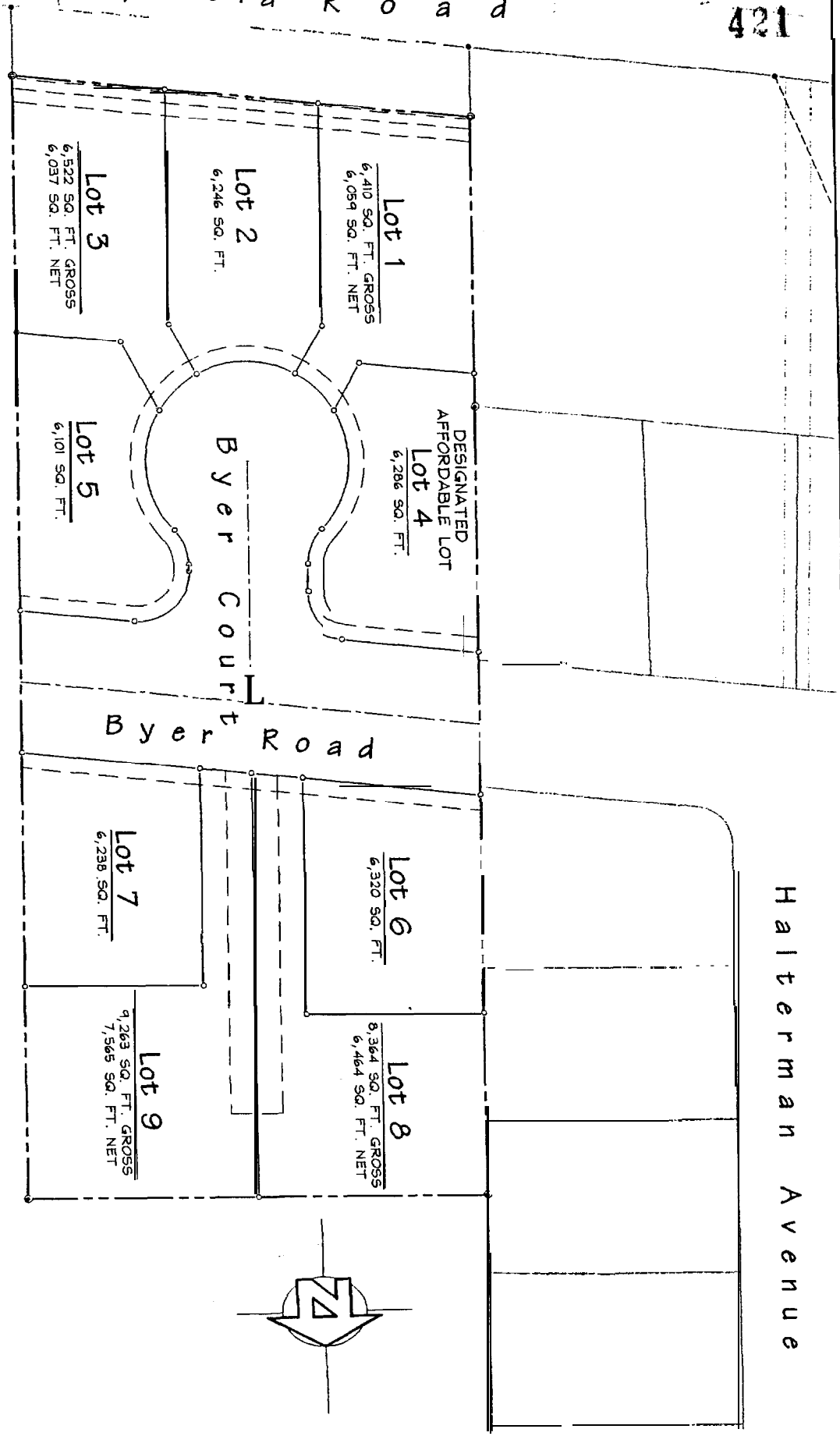
End

421

Halterman Avenue

60

Capitola Road



TRACT NUMBER 1410

Alexandria Gardens

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ
CONVEYED TO ALEXANDRIA GARDENS, L.L.C., BY DEED
RECORDED AT DOCUMENT NO. 1948-0065544
OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

FEBRUARY, 1999 APN 029-111-04 SCALE:

Hand
ENGINEERS, INC.
1100 WATER STREET
SANTA CRUZ, CA 95060
TEL (831) 428-5313
FAX (831) 428-1785