



# 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) 4543123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

### AGENDA: JUNE 22, 1999

June 10, 1999

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

SUBJECT: FINAL MAP FOR CALABRIA HEIGHTS, TRACT 1416  
APN 039-341-1 1, SOQUEL DRIVE

Members of the Board:

Submitted herewith is the final map for Tract 14 16, Calabria Heights 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 Coast Commercial Bank dated June 10, 1999, in the total amount of \$483,250.00 for the following items:

Faithful Performance Security	\$315,000.00
Labor and Materials Security	\$157,500.00
Guarantee, Warranty, and Maintenance (to be retained from Faithful Performance)	\$157,500.00
Inspection (Cash)	\$ 4,000.00
Monumentation	\$ 3,750.00
Taxes	\$ 7,000.00

The Guarantee, Warranty, and Maintenance amount of \$157,500.00 is not included in the total \$483,250.00, 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 June 10, 1999, 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 14 16, Calabria Heights.
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 Fantham*  
 JOHN A. FANTHAM *By TB*  
 Director of Public Works

JLC:mg

Attachments

RECOMMENDED FOR APPROVAL,:

*[Signature]*

---

County Administrative Officer

copy to: Silvana DeBernardo  
 Planning Department  
 Public Works Department

CALM

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 DISTINCTIVE BORDER LINES, AND WE HEREBY IRREVOCABLY OFFER TO DEDICATE FOR PUBLIC USE, RIGHTS OF WAY FOR PARCEL "A" AND CALABRIA STREET. WE ALSO HEREBY DEDICATE EASEMENTS OVER SAID STREETS FOR PUBLIC USE, SAID EASEMENTS TO EXPIRE WHEN STREET DEDICATION OFFER IS ACCEPTED. WE ALSO HEREBY DEDICATE EASEMENTS FOR PUBLIC UTILITIES INCLUDING, BUT NOT LIMITED TO, PACIFIC GAS AND ELECTRIC COMPANY, WATER, COMMUNICATION, PACIFIC BELL CORPORATION, SANTA CRUZ COUNTY SANITATION DISTRICT FOR SANITARY SEWERS AND NECESSARY APPURTENANCES ON, OVER AND UNDER THOSE CERTAIN LANDS DESIGNATED CALABRIA STREET, PARCEL "A" AND AREAS DESIGNATED PUBLIC UTILITIES EASEMENTS; SAID EASEMENTS TO BE KEPT FREE AND OPEN FROM BUILDINGS AND STRUCTURES OF ANY KIND. WE ALSO DEDICATE FOR PUBLIC USE PARCEL "A" FOR STREET WIDENING.

DE BERNARDO CONSTRUCTION, INC

BY MARIO DE BERNARDO PRESIDENT

BY SILVANA DE BERNARDO SECRETARY

OLD REPUBLIC TITLE COMPANY, TRUSTEE UNDER

ACKNOWLEDGEMENT

COUNTY of SANTA CRUZ STATE OF CALIFORNIA ON 1999, BEFORE ME,

PERSONALLY APPEARED PERSONALLY KNOWN TO ME (OR PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES 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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

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 BEEN A LIEN AGAINST SAID LAND OR ANY PART THEREOF.

AUDITOR-CONTROLLER OF THE COUNTY OF SANTA CRUZ

DATED BY

BOARD OF SUPERVISOR'S CERTIFICATE

IT IS HEREBY ORDERED THAT THE MAP OF TRACT NUMBER 1416 CALABRIA HEIGHTS BE, AND THE SAME IS HEREBY APPROVED, THAT ALL OF THE STREETS OR OTHER PARCELS OF LAND SHOWN ON SAID MAP AND THEREON OFFERED FOR DEDICATION ARE REJECTED FOR ROAD PURPOSES, RIGHTS OF WAY AND EASEMENTS OFFERED FOR PUBLIC UTILITIES PURPOSES, INCLUDING BUT NOT LIMITED TO PACIFIC GAS AND ELECTRIC COMPANY, PACIFIC BELL CORPORATION AND THE SANTA CRUZ COUNTY SANITATION DISTRICT ARE HEREBY ACCEPTED. I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ AT A MEETING OF SAID BOARD HELD ON THE DAY OF 1999

CLERK OF THE BOARD'S CERTIFICATE

THE REBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REVISED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED.

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

DATED BY

ACKNOWLEDGEMENT

COUNTY of SANTA CRUZ STATE OF CALIFORNIA ON 1999, BEFORE ME,

PERSONALLY APPEARED PERSONALLY KNOWN TO ME (OR PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES 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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

SURVEYOR'S STATEMENT

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 SILVANA DE BERNARDO ON MAY 20, 1999. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET BY NOVEMBER 30, 1999.

LAWRENCE A. PALM EXP 06/00 LS 4234



COUNTY SURVEYOR'S STATEMENT

- I HEREBY STATE: 1. THAT I HAVE EXAMINED THIS FINAL MAP 2. THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. 3. THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT (SECTIONS 66410 ET SEQ OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA) AND THE COUNTY OF SANTA CRUZ SUBDIVISION ORDINANCE HAVE BEEN COMPLIED WITH. 4. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

COUNTY SURVEYOR BY DEPUTY

RECORDER'S STATEMENT

SERIAL NUMBER I HEREBY STATE THAT THIS MAP WAS PRESENTED AT M. ON THE DAY OF 1999, 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 RECORDATION ON THE DAY OF 1999 AT M. IN BOOK OF MAPS, PAGE IN SANTA CRUZ COUNTY RECORDS

DATED: 1999

COUNTY RECORDER OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

BY: DEPUTY

TRACT 1416 CALABRIA HEIGHTS BEING THE LANDS OF DE BERNARDO CONSTRUCTION, INC. AS DESCRIBED IN DOC# 1998-0019523 ET SEQ SANTA CRUZ COUNTY, CALIFORNIA

LARRY PALM LAND SURVEYOR-CIVIL ENGINEER 7580 EMPIRE GRADE BONNY DOON, CA 95060 831-426-0541

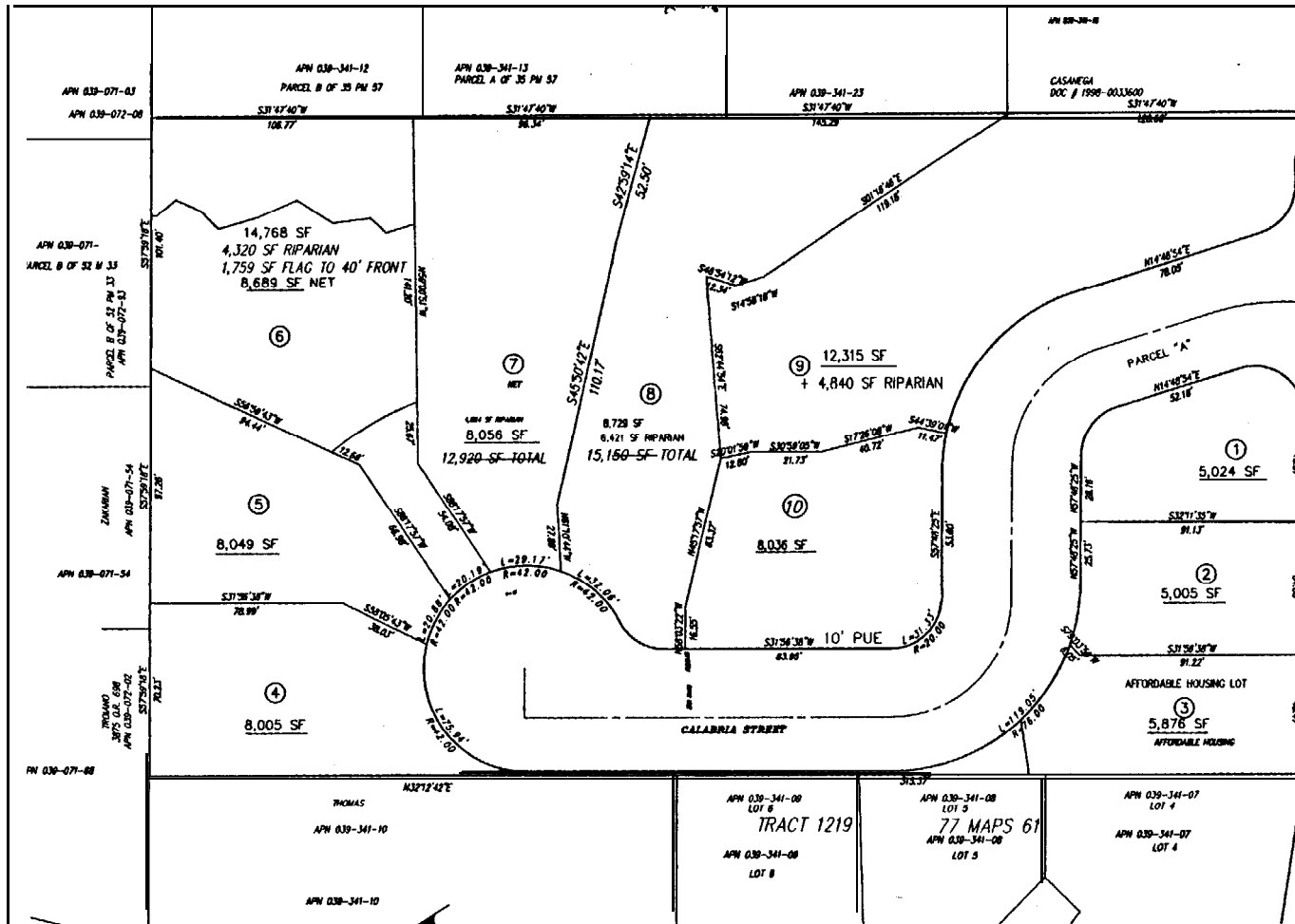
MAY, 1999 JOB 1229

APN 039-341-11

(REDUCED COPY)-TR. 1416 59

537

65

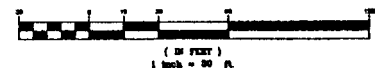


SOQUEL DRIVE

**BASIS OF BEARINGS**

CALCULATED BETWEEN FOUND MONUMENTS "A" AND "B"  
AS SHOWN ON MAP OF TRACT NO 1219  
RECORDED IN BOOK 77 OF MAPS AT PAGE 61

**GRAPHIC SCALE**



**LEGEND**

- FOUND AS NOTED
  - SET 3/4" x 30" GALVANIZED IRON PIPE WITH PLASTIC PLUG LS 4234
  - ◐ SET 1-1/2" x 30" GALVANIZED IRON PIPE WITH PLASTIC PLUG LS 4234
  - ◆ SET STANDARD STREET MONUMENT PER FIG ST-11
  - PUE PUBLIC UTILITIES EASEMENT
  - DISTINCTIVE BORDER INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF  
THE TOTAL AREA OF THE LAND SUBDIVIDED BY THIS MAP IS

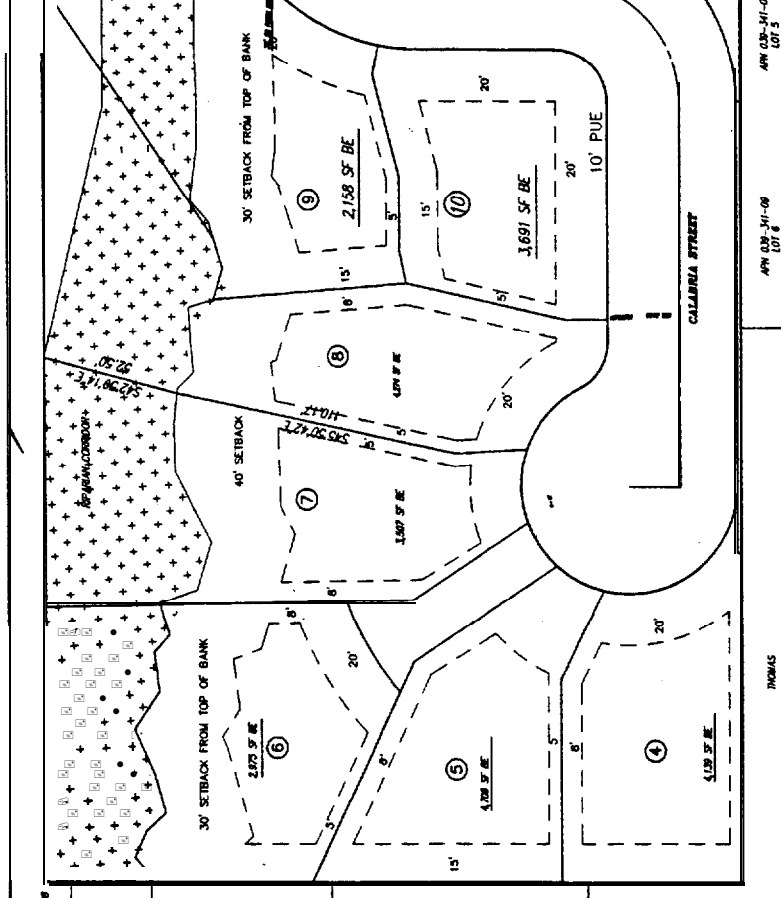
TRACT 1416  
CALABRIA HEIGHTS  
BEING THE LANDS OF DE BERNARDO CONSTRUCTION, INC.  
AS DESCRIBED IN DOC# 1998-0019523 ET SEQ  
SANTA CRUZ COUNTY, CALIFORNIA

LARRY PALM  
LAND SURVEYOR-CIVIL ENGINEER  
7580 EMPIRE GRADE  
BONNY DOON, CA 95060  
831-426-0541

MAY, 1999  
JOB 1229  
APN 039-341-11

630

DOC / 1596-001360



### NOTES

1. PRIOR TO OBTAINING A BUILDING PERMIT, LOTS SHALL BE CONNECTED TO WATER SERVICE TO SOMER CREEK WATER DISTRICT.
  2. PRIOR TO OBTAINING A BUILDING PERMIT, LOTS SHALL BE CONNECTED TO SEWER SERVICE TO SANTA CRUZ COUNTY SANITATION DISTRICT.
  3. ALL FUTURE CONSTRUCTION OF THE LOTS SHALL CONFORM TO THE DESIGN INFORMATION ON DRAWINGS P-1, P-2, P-3, AND P-4, AND SHALL MEET THE FOLLOWING ADDITIONAL CONDITIONS:
    - a. NO CHANGES IN THE PLACEMENT OF BARRIERS THAT FACE DIRECTION OF TRAVEL SHALL BE PERMITTED WITHOUT THE APPROVED INITIAL PLAN, INCLUDING BUT NOT LIMITED TO THE REVISIONS TO THE DESIGN INFORMATION ON DRAWINGS P-1, P-2, P-3, AND P-4.
    - b. CLIENTS SHALL PROVIDE A PROPOSED LANDSCAPE ARCHITECTURE PLAN, INCLUDING BUT NOT LIMITED TO THE REVISIONS TO THE DESIGN INFORMATION ON DRAWINGS P-1, P-2, P-3, AND P-4, AND SHALL SUBMIT IT TO THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
    - c. THE APPROVED ARCHITECTURE PLAN SHALL BE CONSIDERED THE FINAL PLAN FOR THE PROJECT.
    - d. ANY CHANGES TO THE FINAL PLAN SHALL BE CONSIDERED A CHANGE THAT MUST BE REVIEWED AND APPROVED BY THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
    - e. ANY CHANGES TO THE FINAL PLAN SHALL BE CONSIDERED A CHANGE THAT MUST BE REVIEWED AND APPROVED BY THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
  4. ALL CHANGES TO THE FINAL PLAN SHALL BE CONSIDERED A CHANGE THAT MUST BE REVIEWED AND APPROVED BY THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
  5. ALL CHANGES TO THE FINAL PLAN SHALL BE CONSIDERED A CHANGE THAT MUST BE REVIEWED AND APPROVED BY THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
  6. ALL CHANGES TO THE FINAL PLAN SHALL BE CONSIDERED A CHANGE THAT MUST BE REVIEWED AND APPROVED BY THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
  7. ALL CHANGES TO THE FINAL PLAN SHALL BE CONSIDERED A CHANGE THAT MUST BE REVIEWED AND APPROVED BY THE APPROVED ARCHITECT FOR REVIEW AND APPROVAL.
- ### NON-TITLE INFORMATION
- TRACT 1416**  
**CALABRIA HEIGHTS**  
BEING THE LANDS OF DE BERNARDINO CONSTRUCTION, INC.  
AS DESCRIBED IN DOC# 1998-0019323 ET SEQ
- SANTA CRUZ COUNTY, CALIFORNIA
- LARRY PALM, ENGINEER  
LAND SURVEYOR  
7560 EMPIRE GRADE  
BONNY DOON, CA 95060  
831-428-0541  
MAY, 1999  
JOB 1228  
APN 038-341-11
- APN 038-072-80 LOT 1  
APN 038-071-54 LOT 2  
APN 038-072-02 LOT 3  
APN 038-341-08 LOT 4  
APN 038-341-09 LOT 5  
APN 038-341-10 LOT 6  
APN 038-341-07 LOT 7  
APN 038-341-06 LOT 8  
APN 038-341-05 LOT 9  
APN 038-341-04 LOT 10
- 3 OF 3

After recording please return to:

538

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 14 day of June, 1999, by and between the County of Santa Cruz, hereinafter called "COUNTY" and DeBernardo Construction, Inc. hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Calabria Heights, Tract Number 1416, and Assessor's Parcel Number : 039-361-611 called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a Ten ( 10 ) lot subdivision with No remainder lots, and to construct Ten- (m) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on 5-26-99 the COUNTY by approval of Residential Development Permit No 98-0627, 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.

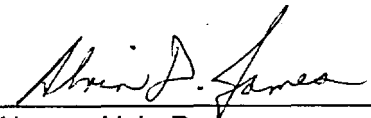
NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that DEVELOPER shall participate in the Affordable Housing Program of COUNTY, in accordance with the attached Exhibit A: Inclusionary Housing Provisions (description 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.

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 ~~at~~ 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.

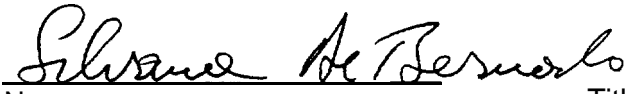
**CERTIFICATION AND PARTICIPATION AGREEMENT  
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

- 7. **COSTS AND ATTORNEY'S FEES.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such as action from the other party.
- 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:   
 Name: Alvin D. James Title: Planning Director

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

By:   
 Name: Title: Property Owner

By: \_\_\_\_\_  
 Name: Title: Property Owner

By:   
 Name: Old Republic Title Co  
Vice President Title: Trustee for Deed of Trust

**APPROVED FOR CONTENT:**

By:   
 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)



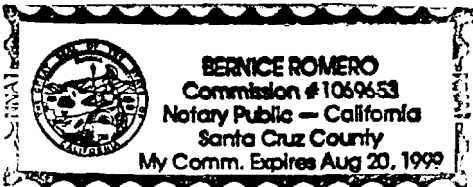
CERTIFICATION AND PARTICIPATION AGREEMENT  
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On June 11, 1999, before me Bernice Romero Notary Public,  
personally appeared Alvin D. James, Planning Director,  
 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.



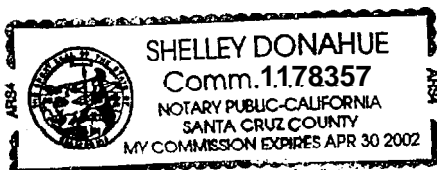
Bernice Romero  
Signature of Notary Public

OWNER ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Santa Cruz

On 6-9-, 1999, before me Shelley Donahue,  
personally appeared Silvana DeBernardo,  
 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:



Shelley Donahue  
Signature of Notary Public

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 199\_\_, before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal:

\_\_\_\_\_  
Signature of Notary Public

STATE OF California  
COUNTY OF Santa CRuz

On 6-9-, 1999, before me Toni Miller,  
personally appeared Shelley Donahue \*\*\*\*

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:

Toni Miller  
Signature of Notary Public



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

Page 6

**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): Lot/Unit #3

\_\_\_\_\_ ( ) 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	One	3	1,946
Lower Income			
Very Low Income			

3. Timing of Construction of Affordable Units: Sixth

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**

**B. TRANSFER OF AFFORDABLE HOUSING CREDITS    *N/A***

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:

\_\_\_\_\_ (\_\_\_) 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**

**C. DEDICATION OF SUBDIVISION LOTS    *N/A***

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:

\_\_\_\_\_ (\_\_\_) affordable lot(s) shall be dedicated to the County as follows:

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

**2. Payment of In-Lieu Fees:**

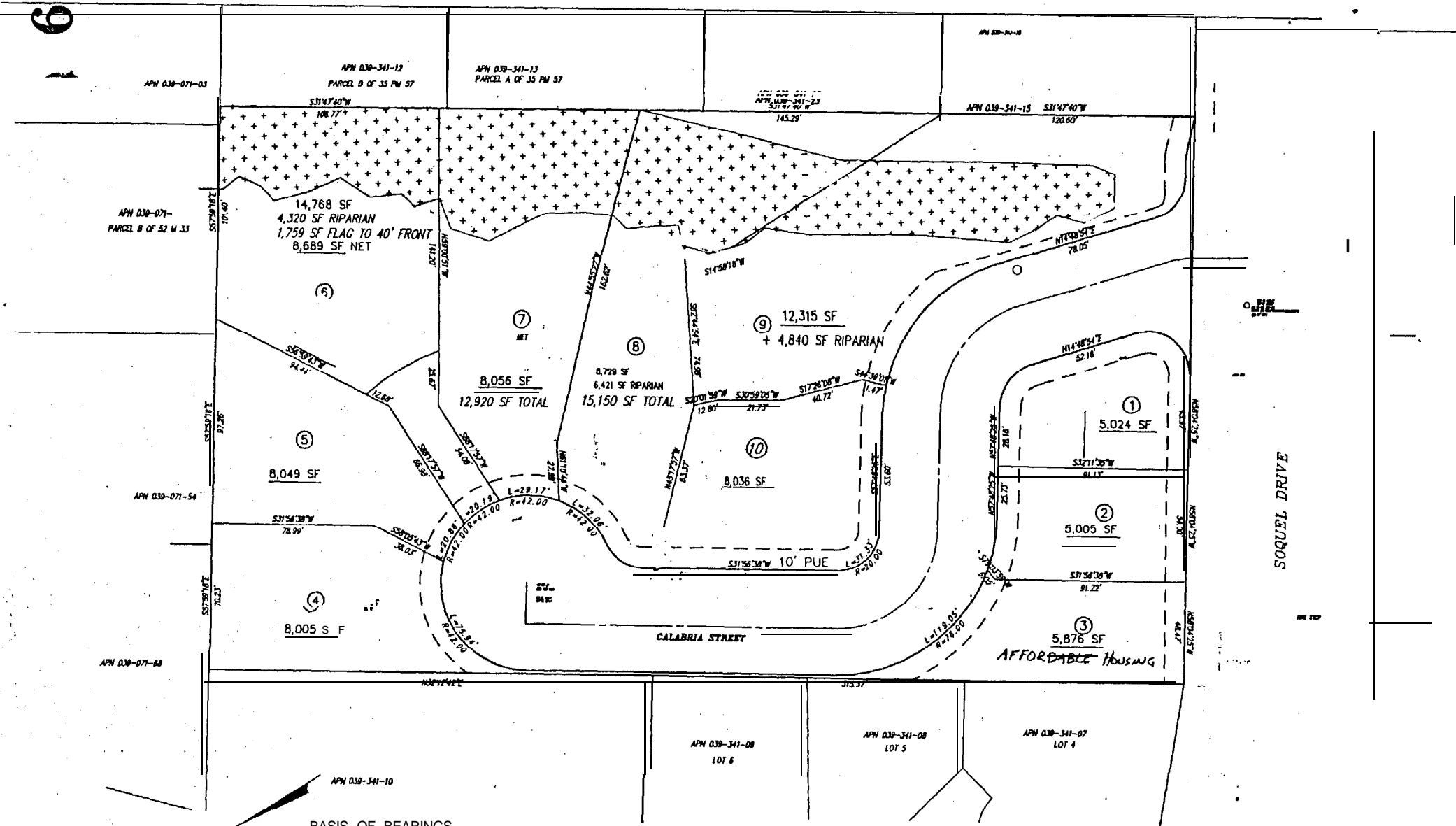
DEVELOPER agrees to pay the following in-lieu fees to the County in place of dedicating lots for affordable housing. In the event that more than one third (1/3) of the lots in the PROJECT are retained by DEVELOPER or are sold to one party, the County may at its discretion refund any in lieu fee paid 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.

\_\_\_\_\_ (\_\_\_) 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)

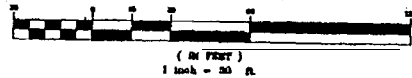
- \_\_\_ a) A fee equal to the price of the first market-rate unit sold; DEVELOPER agrees to notify the COUNTY 30 days prior to the close of escrow on the first lot sold and to pay the in lieu fee from escrow with the proceeds of the sale.
- \_\_\_ b) A fee equal to the appraised value of the affordable 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.



**BASIS OF BEARINGS**

CALCULATED BETWEEN FOUND MONUMENTS "A" AND "B"  
AS SHOWN ON MAPACT NO. 1219  
RECORDED IN BOOK 77 OF MAPS AT PAGE 61

**GRAPHIC SCALE**



**LEGEND**

- FOUND AS NOTED
  - SET 3/4" x 30" GALVANIZED IRON PIPE WITH PLASTIC PLUG LS 4234
  - ⊙ SET 1-1/2" x 30" GALVANIZED IRON PIPE WITH PLASTIC PLUG LS 4234
  - ◆ SET STANDARD STREET MONUMENT PER FIG ST-11
  - DISTINCTIVE BORDER INDICATES THE □ BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF  
THE TOTAL AREA OF THE LAND SUBDIVIDED BY THIS MAP IS

**TRACT 1416  
CALABRIA HEIGHTS**

BEING THE LANDS OF DE BERNARDO CONSTRUCTION, INC.

LARRY PALM  
LAND SURVEYOR - CIVIL ENGINEER  
7580 EMPIRE GRADE  
BONNY DOON, CA 95060  
831-428-0541

MAY, 1999  
JOB 1229

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# IRREVOCABLE LETTER OF CREDIT

L/C #102/99/3909-91

COAST COMMERCIAL BANK

Post Office Box 1818  
Santa Cruz, CA 95061-1818  
(408) 458-4500

Vice President  
Real Estate Department Manager

Fred Calocca

COAST  
COMMERCIAL BANK

Head Office  
720 Front Street  
Santa Cruz, California 95060  
408 458 4501 Ext 2121  
Fax 429 5537

547

DATE: June 9, 1999

AMOUNT: \$483,250.00

ISSUER: COAST COMMERCIAL BANK  
Post Office Box 1818  
Santa Cruz, CA 95061-1818

BENEFICIARY: COUNTY OF SANTA CRUZ  
701 Ocean Street  
Santa Cruz, CA 95060

ACCOUNT PARTY: DEBERNARDO CONSTRUCTION CO., INC. (TR. 1416)  
130 DeBernardo Lane  
Aptos, CA 95003

DATE OF EXPIRATION: June 9, 2000

FULL AND FINAL MATURITY: October 5, 2004

We hereby establish our Letter of Credit in the total amount of Four Hundred Eight Three Thousand Two Hundred Fifty and no/100 U.S. Dollars (\$483,250.00), represented by the following amounts and purposes:

Faithful performance security for the amount of	\$315,000.00
B. Labor and material security in the amount of	\$157,500.00
C. Tax security	\$7,000.00
D. Monumentation	\$3,750.00

Funds are available by your drafts drawn on us at sight bearing the clause "Drawn under Coast Commercial Bank Letter of Credit # 102/99/3909-91" and must be accompanied by your statement, signed by an authorized officer, that the amount of the draft is due. The amount of the draft must be endorsed on the reverse of this credit and the original presented for payment.


This Letter of Credit expires June 9 of each year for review purposes. It will be deemed automatically extended without amendment for one year from expiry date or any future expiry date unless at least thirty (30) days prior to such date we notify you by registered letter that we elect not to consider this Letter of Credit renewed for such additional period. Upon receipt by you of such notice from us, you may draw your draft on us at sight when accompanied by your statement described above.


Each item of the security will be released, in whole or in part, when the item covered is accepted by the County of Santa Cruz. Release shall be in written form and issued by the County of Santa Cruz.

Said Letter of Credit shall be for the benefit of the recording of the final Map for that certain sub-division known as Tract 1416 and shall become effective upon that recording.

This Letter of Credit has a full and final maturity date of June 9, 2004 and the automatic renewal clause will no longer be applicable after any extension made in 2003.

We hereby engage drawers and/or bonafide holder that drafts drawn and negotiated in conformity with the terms of the credit will be duly honored upon presentation.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Countersigned

Please examine this instrument carefully. If you are unable to comply with the terms or conditions, please communicate with your buyer to arrange for an amendment. This procedure will facilitate prompt handling when documents are presented.

Except as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 revision) International Chamber of Commerce publication no. 500.

COAST COMMERCIAL BANK 495250

SUBDIVISION AGREEMENT  
(Partial Release Tract)

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THIS AGREEMENT, by and between DE BERNARDO CONSTRUCTION, INC.  
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 1416 CALABRIA HEIGHTS SUBDIVIDER has previously filed with the Santa Cruz County, Planning Director a tentative map of said subdivision, which said tentative map was duly approved; and

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

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

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

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

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

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

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



All 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.

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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 \$315,000.00 to assure that all work specified **in this agreement** will be completed; except for that amount retained to provide the Guarantee, Warranty and Maintenance of Work Security, the Faithful Performance Security shall be released upon completion of the work and acceptance of the work to be performed hereunder, in whole or in part; provided that a partial release shall not be in an amount less than 25% of the total security amount and that no more than 50% of the total security amount shall be released prior to final completion and acceptance of the work hereunder. Since partial releases are to be made, a schedule of construction shall be made a part of this agreement. The schedule shall specify the portions of the work to be completed and target completion dates for those portions of work, as well as the amounts of partial release to be made for each portion of work. Failure on the part of SUBDIVIDER to meet a target date shall result in forfeiture of the corresponding partial release. Any partial release thus forfeited may be regained at the next target date if all portions of work due prior to and on that next target date are completed by that next target date. Any extension or modification of the schedule must be granted in writing by the County.

Provisions for partial release may be made at **550**  
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 **\$ 157,500.00** 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 **\$ 4,000.00** <sup>(from)</sup> CASH
- D. Tax Security **\$ 7,000.00 (LIEN AMOUNT)**
- E. **Monumentation** Security in the amount of **\$ 3,750.00**

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 **\$ 157,500.00**, 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 **SOQUEL CREEK WATER DISTRICT**  
Name of Agency  
 Security held by County: \$ \_\_\_\_\_  
 Security is held by agency. \_\_\_\_\_

b. Fire Agency

N/A

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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

\_\_\_\_\_ 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. 1416 CALABRIA HEIGHTS.

8. BINDING ON SUCCESSORS AND AS-: 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: Silvana A. Bernards  
Subdivider

Address:  
130 DEBERNARDO Lane  
APTOS CA 95003  
Phone: (831) 476-3217

APPROVED AS TO FORM:

J. [Signature] 10/18/96  
Assc County Counsel;  
SUBAGMLD(DOC)

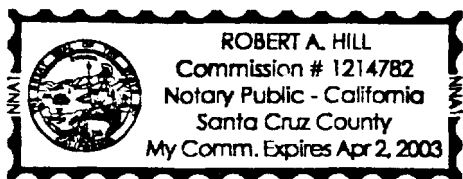
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Santa Cruz } ss.

O on 10 June 1999, before me, Robert A. Hill, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Silvana De Bernardo,  
Name(s) of Signer(s)

- personally known to me
- 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(+ on the instrument the person@), or the entity upon behalf of which the person@ acted, executed the instrument.

WITNESS my hand and official seal.

Robert A. Hill  
Signature of Notary Public

Place Notary Seal Above

**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

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
- Corporate Officer -Title(s): Sec. Treasurer
- CI Partner —  Limited CI General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: De Bernardo Construction Co., Inc.

