



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM  
 DIRECTOR OF PUBLIC WORKS

### AGENDA: APRIL 25, 2000

April 13, 2000

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

SUBJECT: TRACT 1413, GREY SEAL MANOR  
 ASSESSOR' S PARCEL NUMBER 026-49 1-05, CAPITOLA ROAD

Members of the Board:

Submitted herewith is the final map for Tract 1413, Grey Seal Manor, 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 U.S. Bank dated February 28, 2000,  
 in the amount of \$221,319.12 for the following items:

Faithful Performance Security	\$	141,773.50
Labor and Materials Security	\$	70,886.75
Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance)	\$	70,886.75
Inspection	\$	2,835.47 (\$2,126.60 cash)
Monumentation	\$	1,950.00
Taxes	\$	6,000.00 (2000/01 lien)

The Guarantee, Warranty, and Maintenance amount of \$70,886.75 is not included in the total \$221,319.12, submitted in accordance with the Subdivision Agreement.

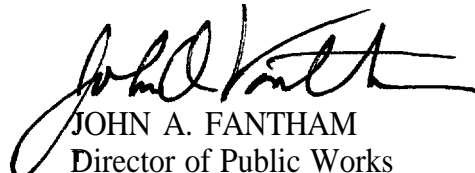
The affordable housing requirement for this project has been met (a copy of the Affordable Housing Agreement is attached).

The Planning Department advised us on April 7, 2000, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$2,126.60 for Construction Inspection.

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

1. Approve the final map of Tract 1413, Grey Seal Manor.
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, ,

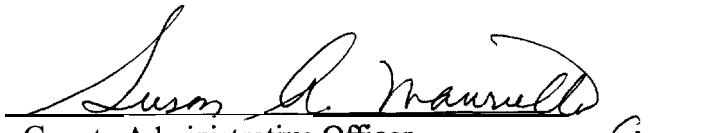


JOHN A. FANTHAM  
Director of Public Works

JLC:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to:     Public Works  
                   Planning Department  
                   Northbrook Homes

FNLMP.DOC/GREM

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SUBDIVISION AGREEMENT

0417

(Partial Release Tract)

THIS AGREEMENT, by and between Northbrook Homes 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 1413, GREY SEAL MANOR 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 14.01.5 10, 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 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.

Copy

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All materials used shall comply with the County's specifications. SUBDIVIDER <sup>418</sup> hereby guarantees that the above mentioned work and improvements shall in all respects meet specifications prescribed by the Director of Public Works of the County of Santa Cruz. SUBDIVIDER guarantees and warrants all work and materials, and **further** agrees to replace defective work and materials and maintain all of said work and improvements to the satisfaction of COUNTY in accordance with Chapter 14.01 of the Santa Cruz County Code. SUBDIVIDER further agrees that all survey work shall comply with the requirements prescribed by the COUNTY SURVEYOR

2. EROSION CONTROL: SUBDIVIDER will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of SUBDIVIDER to prevent erosion, COUNTY may do the work on an emergency basis and back-charge the SUBDIVIDER for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover COUNTY'S expenses.

3. SECURITY. At the time of execution of this agreement, SUBDIVIDER shall **furnish** to COUNTY the following security in the form of cash deposits, or instrument of credit satisfactory to the County:

- A. Faithful Performance Security in the amount of \$141.73350 to assure that all work specified in this agreement will be completed; except for that amount retained to provide the Guarantee, Warranty and Maintenance of Work Security, the **Faithful** Performance Security shall be released upon completion of the work and acceptance of the work to be performed hereunder, in whole or in part; provided that a partial release shall not be in an amount less than 25% of the total security amount and that no more than 50% of the total security amount shall be released prior to final completion and acceptance of the work hereunder. Since partial releases are to be made, a schedule of construction shall **be made** a part of this agreement. The schedule shall **specify** the portions of the work to be completed and target completion dates for those portions of work, as well as the amounts of partial release to be made for each portion of work. Failure on the part of SUBDIVIDER to meet a target date shall result in forfeiture of the corresponding partial release. Any partial release thus forfeited may be regained at the next target date if all portions of work due prior to and on that next target date are completed by that next target date. Any extension or modification of the schedule must be granted in writing by the County.

Provisions for partial release may be made at the written request of SUBDIVIDER. SUBDIVIDER shall submit documentation to the County in order to verify that the work required to gain a partial release has been completed.

- B. Labor and Material Security in the amount of \$70.886.75 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.

0419

- C. Inspection Security in the amount of \$2,835.47  
(\$ 2,126.60 Cash Deposit)
- D. Tax Security Currently paid plus \$6,000 Lien.
- E. Monumentation Security in the amount of \$1,950.00.

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 \$70,886.75, 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 14.015 1 l(b) (3) of the Santa Cruz County Code and Section 66499.3(c) of the Government Code. The Guarantee Warranty & Maintenance Security shall be released twelve months **after** the completion of the work and provided that the workmanship is approved.

Securities held by COUNTY on behalf of other agencies shall be included in the categories above. Work of improvements required under this agreement requires the holding of securities by COUNTY on behalf of the following agencies or companies in the following amounts:

- a. Water Purveyor City of Santa Cruz Water Department  
(Name of Agency)  
    Security held by County: \$                       
X 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:

H/A/E 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 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. 1413. GREY SEAL MANOR.


8. BINDING ON SUCCESSORS AND ASSIGNS: This agreement shall be binding upon the successors and assigns of each of the parties. SUBDIVIDER shall inform potential buyers of parcels of land created by the underlying subdivision of the obligations on successors and assigns created by this paragraph. SUBDIVIDER shall provide copies of this

executed agreement to those potential buyers. SUBDIVIDER is advised that the sale of all or part of the lands of the underlying subdivision does not automatically transfer from the SUBDIVIDER of the land the security obligations of this agreement. Those security obligations attach to SUBDIVIDER until all obligations of SUBDIVIDER under this agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the County.

IN WITNESS WHEREOF, this agreement has been **duly executed** by the parties hereto on \_\_\_\_\_, 20 \_\_\_\_.

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Director of Public Works

By:  \_\_\_\_\_  
Subdivider

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

APPROVED AS TO FORM:

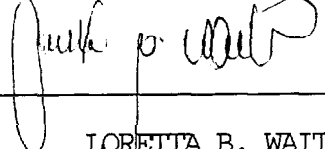
  
Chief Assistant County Counsel

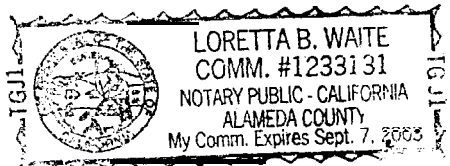
JLC:bbs

State of California  
County of ALAMEDA

On APRIL 5, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared GARY O.BROOKS, 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 



Name LORETTA B. WAITE  
(typed or printed)

(Seal)



Statement of Surveyor



This map was made by me or under my direction... 1988 The survey is true and complete as shown. All monuments are of the character, and occupy the positions indicated or will be set in those positions on or before December 31, 2001. The monuments are, or will be, sufficient to enable the survey to be retraced.

Statement of County Surveyor

I hereby certify that I have examined this final map, that all applicable provisions of the Subdivision Act, Sections 4410 ET SEQ of the government code of the State of California and the government code of the State of Cruz on

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 6642 and 6643 of the government code have been duly filed and deposits have been made Pursuant to the authority delegated to me by said Board. I hereby approve said certificates and securities on behalf of the County of Santa Cruz.

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

Serial Number: Date: Signed: County Recorder

TRACT NUMBER 1413 Grey Seal Manor BEING THE LANDS WITHIN THE COUNTY OF SANTA CRUZ CONVEYED TO NORTHBROOK HOMES, LLC BY THE DEED RECORDED AT DOCUMENT 1989-005173 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

Board of Supervisors Certificate

It is hereby ordered that the map of Tract 1413, 09y 50a1 Manor, be, and the same is hereby approved, and collected as taxes against the land included in the within subdivision or against any part thereof, except taxes estimated as taxes against the land included in the within year. I hereby certify that there are no liens for unpaid state, county, municipal or local taxes or special assessments, or any assessment district, the bonds of which have not yet become a lien against said land or any part thereof.

Auditor-Controller of the County of Santa Cruz, State of California Date: 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 6642 and 6643 of the government code have been duly filed and deposits have been made Pursuant to the authority delegated to me by said Board. I hereby approve said certificates and securities on behalf of the County of Santa Cruz.

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Tax and Assessment Certificate

I hereby certify that there are no liens for unpaid state, county, municipal or local taxes or special assessments, or any assessment district, the bonds of which have not yet become a lien against said land or any part thereof.

Auditor-Controller of the County of Santa Cruz, State of California Date: 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 6642 and 6643 of the government code have been duly filed and deposits have been made Pursuant to the authority delegated to me by said Board. I hereby approve said certificates and securities on behalf of the County of Santa Cruz.

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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 the government code of the State of California, and we consent to the making of said map and said subdivision as shown within the dashed border lines and we hereby irrevocably offer for dedication "Parcel A" and "Parcel B" for road purposes and to the Santa Cruz County Sanitation District for sanitary sewer purposes. We hereby offer for dedication "Parcel A" and "Parcel B" and those strips labeled "P.U.C." for public utilities purposes including, but not limited to, Pacific Bell Corporation we also hereby offer the "non-access easement along the boundary boundary of Lots 1 & 2 to the County of Santa Cruz (said "non-access easement" shall be subject to required maintenance of the landscaping and sound wall by homeowner).

Gary Oren Brooks, Member: Northbrook Homes, L.L.C. Jane Baymer Brooks, Member: Northbrook Homes, L.L.C.

On this day of February, before me, the undersigned, a notary public in and for said county and state, personally appeared JAYNE BAYMER BROOKS and GARY OREN BROOKS, and personally known to me, or proved to me on the basis of satisfactory evidence, to be the personal 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 personal, or the entity upon behalf of which the personal acted, executed the instrument.

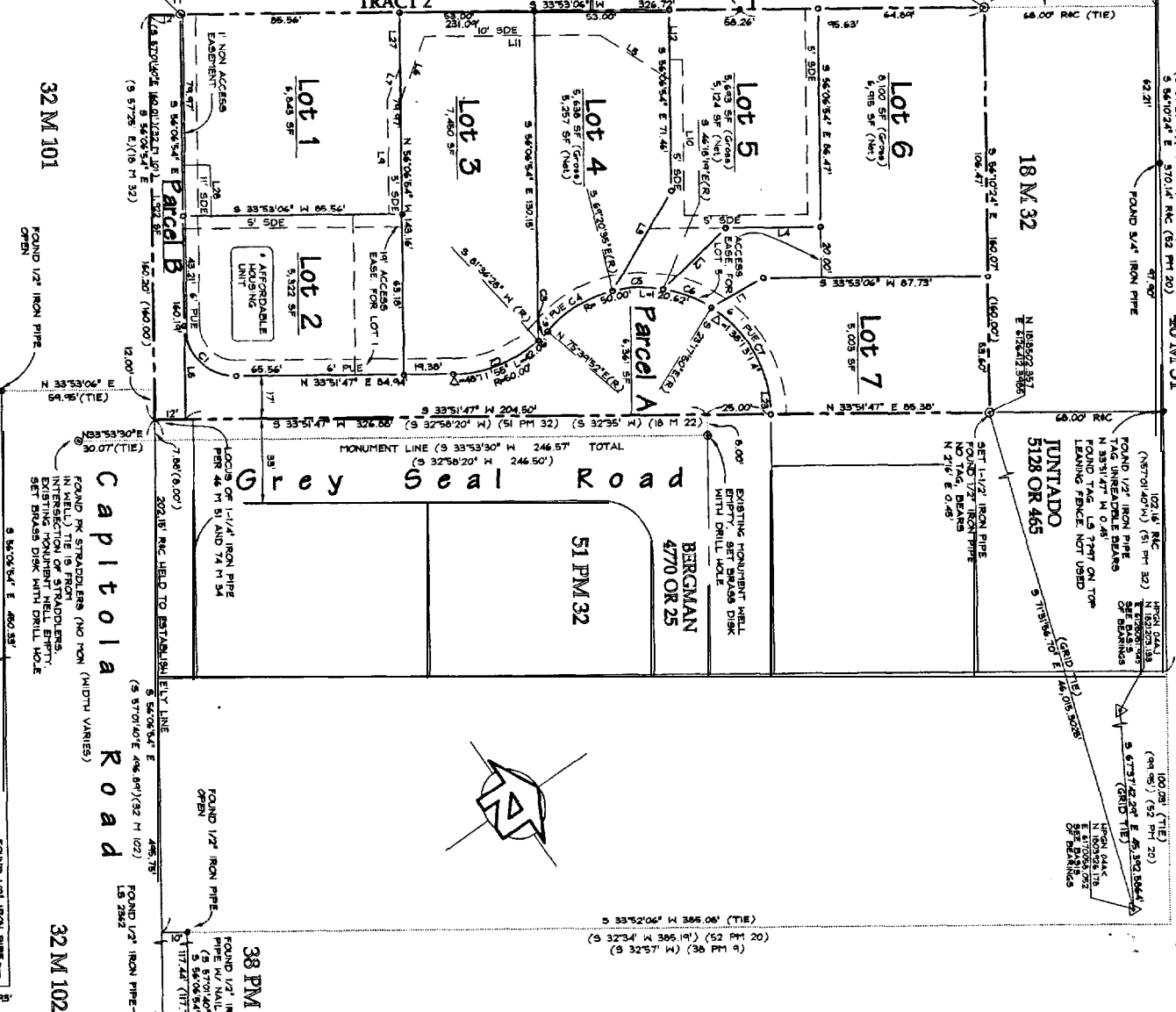
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CURVE	LENGTH	TRADUS	DELTA
C1	31.42	20.00	90.0000°
C2	34.87	50.00	42.1813°
C3	5.18	50.00	5.5846°
C4	30.54	50.00	94.9933°
C5	20.00	50.00	28.0274°
C6	20.00	50.00	28.0274°
C7	48.10	50.00	57.1828°

LINE	LENGTH	BEARING
L1	23.40	S. 08°03'15" W.
L2	54.58	S. 10°27'04" E.
L3	48.07	S. 25°28'54" E.
L4	37.21	S. 53°28'04" E.
L5	97.43	N. 67°12'02" E.
L6	27.20	N. 58°20'02" E.
L7	37.00	N. 56°08'54" E.
L8	48.01	N. 56°08'54" E.
L9	48.01	N. 56°08'54" E.
L10	61.48	S. 33°33'04" W.
L11	61.01	S. 33°33'04" W.
L12	20.00	S. 58°08'54" E.
L13	0.33	S. 58°08'54" E.
L14	21.46	N. 58°08'54" E.
L15	20.00	N. 58°08'54" E.
L16	20.00	N. 58°08'54" E.

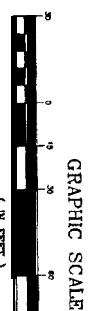


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C5	20.00	50.00	28.0274°
C6	20.00	50.00	28.0274°
C7	48.10	50.00	57.1828°

**Grey Seal Manor**  
TRACT NUMBER 1413

BEING THE LANDS WITHIN THE COUNTY OF SANTA CRUZ, CONVERTED UNDER AT DOCUMENT 1989-0051734 BY THE DEED RECORDED IN THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

DECEMBER 1989      APN 026-491-05      SCALE: 1"= 30'



**Basis of Bearings**

The calculated grid bearing South 56°06'54" West between found monuments on the northeasterly line of Capitola Road as shown on that certain map recorded in Volume 32 of Maps of Santa Cruz County, Book 25, (referred to as calculated bearing - South 57°04'40" West) and the grid bearing was established from GPS ties to United States Control monuments OAJJ (San Jose), and OAJJ (San Jose) and OAJJ (North). The grid bearing between OAJJ and OAJJ is North 67°34'42" West. Coordinates shown hereon are grid coordinates based on CCRS83 (epoch 1991.35) per NGS data.

- Legend**
- Found monument as noted
  - Set 1-1/2" x 30" galvanized iron pipe, logged L.S. 7367
  - Set 1/2" x 30" galvanized iron pipe, logged L.S. 7367, unless otherwise noted
  - R/C Record and calculated data
  - | | Record data
  - S/D Private Storm Drain Easement
  - P/U Public Utilities Easement
  - (N) Radial bearing to center
  - Indicate the boundaries of the lands subdivided by this map.
- All distances shown are in feet and decimals thereof.  
The total area of the land subdivided by this map is 120 acres.

**Volume** 52 PM 20

**of Maps, Page**

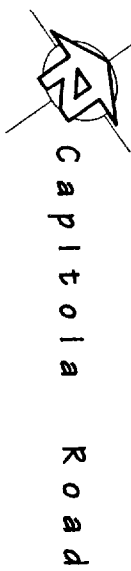
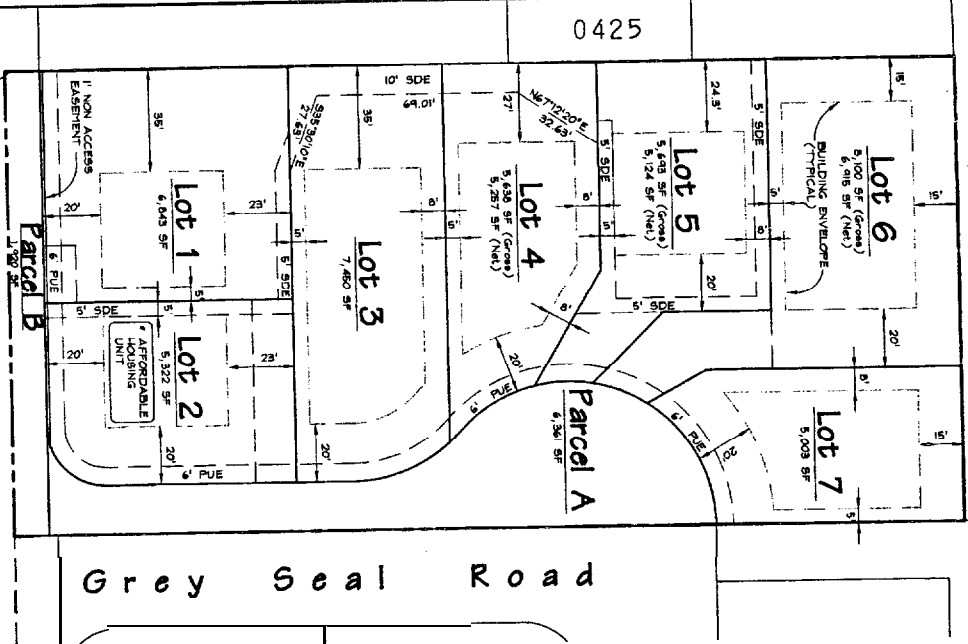
100 WATER STREET  
SAN JOSE, CALIFORNIA 95126  
TEL. (408) 281-5313  
FAX (408) 281-5313

**ENGINEERS, INC.**

SHEET NO. 2 OF 3 SHEETS      JOB NUMBER 98025

**Non-Title Notes**

- i. Plants having similar water requirements shall be grouped together in distinct hydrozones and shall be irrigated separately.
- ii. Landscape irrigation should be scheduled between 6:00 p.m. and 11:00 a.m. to reduce evaporative water loss.
- iii. All planting shall conform to the landscape plan shown as part of Exhibit 'A'.
- iv. The following specific landscape requirements apply:
  - 1. Nine, minimum 15 gallon size street trees of a species selected from the County Urban Forestry Tree Plan shall be planted and a drip irrigation system shall be installed in the required landscape strip. The species, quantities and placement shall conform to Exhibit 'A', Landscape Plan, prepared by Thomas E. Bock & Associates, dated December 30, 1998.
  - 2. Street trees shall be installed according to provisions of the County Design Criteria.
  - 3. Notes shall be added to the final improvement plans that indicate the manner in which existing trees, which will be retained, shall be protected during construction. Include a letter from a licensed arborist/landscape architect. Protection measures are adequate to protect the trees not be limited to the following: structures and procedures shall include, but not be limited to, the following: temporary construction fencing with a minimum height of 4 feet shall be installed around the root zone of both trees facing the entire period that construction activities are occurring on site of the tree canopy.
  - 4. The following trees and stands of shrubs are to be retained and incorporated into the improvement as shown on Exhibit 'A': Oak No. 2, Oak No. 5, and the unnumbered stand of shrubs along the northern parcel boundary. Include a letter from a licensed arborist/landscape architect verifying that the improvements have been designed to protect the trees and the vegetative stand in the long term. These landscape features shall be maintained by deed restriction.
  - 5. Review the landscape plan to add (2) 24" box minimum sycamore trees in the rear yard of Lot 6, and (1) 24" box minimum oak, (1) 24" box minimum sycamore tree in the rear yard of Lot 5 per required Exhibit 'E' (of the June 9, 1999 Continued Agenda Planning Commission letter).
  - 6. The six foot high sound wall along Capitola Road shall be extensively planted along the Capitola Road side with shrubs (initial overplanting to ensure rapid wall coverage, with later pruning).
  - 7. All future development on the lots shall comply with the requirements of the geotechnical report prepared by Donald H. Therrp and Associates, dated July, 1999.
  - 8. Submit a written statement signed by an authorized representative of the school district in which the project is located certifying payment in full of all applicable developer fees and other requirements (initially imposed by the school district in which the project is located).
  - 9. Any changes between the approved Tentative Map, including but not limited to the attached exhibits for preliminary grading, drainage, erosion control, preliminary improvement plan, architectural and landscaping plans, must be submitted for review and approval by the decision-making body. Such proposed changes will be included in a report to the decision-making body to consider if they are sufficient to warrant consideration of a public hearing notified in accordance with Section 18.0223 of the County Code. For this project, selection of an alternative drainage route, as reviewed by the Environmental Coordinator, shall not be considered a change that must be reviewed. Any changes that are on the final plans that in any way do not conform to the project conditions of approval shall be specifically illustrated on a separate sheet and highlighted in yellow on any set of plans submitted to the County for review.



**Non-Title Notes**

- i. 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 of the lots shall conform to the Design Guidelines, and the Architectural Floor Plans and Elevations as stated or depicted in Exhibits 'F' and 'G' and shall also 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, shall be permitted without review and approval by the Planning Commission. Additionally, interior shutters shall be installed on second story windows, and second story bathroom windows shall be frosted glass.
  - b. The rear of the residences which back onto Capitola Road (Lots 1 and 2) shall receive the same treatments as their streetscape frontages to avoid a "rear end" look along Capitola Road.
  - c. Exterior finishes shall incorporate horizontal boarding or horizontal siding, wood, stone or masonry accents, and composition tile roofing. T-11 tile type siding is not allowed. Exterior color combinations shall be interspersed throughout the development.
  - d. A six-foot high sound wall shall be constructed along the Capitola Road frontages and along the west property line which abuts two parcels with commercial uses.
  - e. Fencing within the required 20-foot front and street side yard setbacks shall be a maximum of three (3) feet in height, and a maximum of six (6) feet thereafter. All fencing shall be consistent in materials, design and finish throughout the subdivision.
  - f. Decks greater than 16 inches above grade, bay windows, and covered porches shall conform to all required setbacks.
  - g. Notwithstanding the approved preliminary architectural plans, all future development shall comply with the development standards for the R-1-d zone district. No residence shall exceed a 30% lot coverage, or a 50% floor area ratio, or other standard as may be established for the zone district.
  - h. The residences on Lots 3 and 6 shall remain one-story residences by deed restriction.
  - i. The rear setbacks on all parcels shall receive no further encroachments by deed restriction.
  - 4. A final Landscape Plan for the entire site specifying the species, their size, and irrigation plans and meet the following criteria:
    - a. Turf Limitation. Turf areas shall not exceed 25 percent of the total landscaped area. Turf areas shall be of low to moderate water-using varieties, such as tall or dwarf fescue.
    - b. Plant Selection. At least 80 percent of the plant materials selected for non-turf areas (equivalent to 60 percent of the total landscaped area) shall be well-suited to the climate of the region and require no more than 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 supplied by an installed irrigation, or where feasible, a drip irrigation system. Irrigation systems shall be designed to avoid runoff, overwatering, low head drainage, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways or structures.
  - 5. 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 design of the system. 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.

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

TRACT NUMBER 1413  
**Grey Seal Manor**

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO NORTHERBROOK HOMES, LLC BY THE DEED RECORDED AT DOCUMENT 1989-0051734 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

DECEMBER 1998      APN 026-491-05      SCALE: 1" = 30'

SHEET NO. 3 OF 3 SHEETS      JOB NUMBER 88025

**THERRP ENGINEERS, INC.**  
 100 WATER STREET  
 SANTA CRUZ, CA 95062  
 TEL: (831) 426-1732  
 FAX: (831) 426-1733

07-Feb-2000 2000-0006295

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

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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 1 day of February, 2000, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Northbrook Homes hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Grey Seal Manor, Tract Number 1413, and Assessor's Parcel Number 026-491-05 called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a seven (7) lot subdivision with No remainder lot, and to construct seven (7) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on June 6, 1999 the COUNTY by approval of Residential Development Permit No. 98-0468, 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**

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**

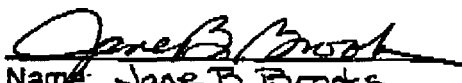
- 7. **COSTS AND ATTORNEY'S FEES.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.
- a. **AUTHORITY OF SIGNATORIES.**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

**COUNTY OF SANTA CRUZ:**

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

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

By:   
 Name: Gary Brooks Title: Property Owner

By:   
 Name: Jane B. Brooks Title: Property Owner

By: \_\_\_\_\_  
 Name: Title: Trustee for Deed of Trust

**APPROVED FOR CONTENT:**

By:   
 Name: Cherry McCormick Title: County Housing Coordinator

**ATTACHMENT: 1) Exhibit A: Inclusionary Housing Provisions**

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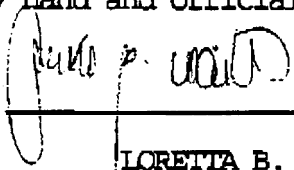
State of California  
County of ALAMEDA

On JANUARY 24, 2000 before me, the undersigned, a Notary Public in and for said State,, personally appeared GARY O. BROOKS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/am 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.

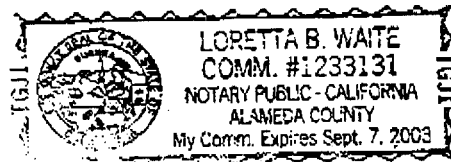
WITNESS my hand and official seal-

Signature



Name

LORETTA B. WAITE  
(typed or printed)



(Seal)

0430

State of California  
County of ALAMEDA

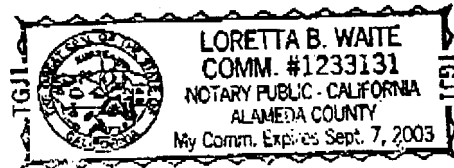
On JANUARY 24, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared JANE B. BROOKS

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 *Loretta B. Waite*

Name LORETTA B. WAITE  
(typed or printed)



(Seal)



CERTIFICATION AND PARTICIPATION AGREEMENT  
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On Bernigel, <sup>2000</sup>~~199~~, before 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

WITNESS my hand and off OWNER ACKNOWLEDGMENT

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. icial seal:

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

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

**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 #2

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

Project Name: N/A

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	1953
Lower Income			
Very Low Income			

**3. Timing of Construction of Affordable Units:** Concurrent with market-rate, to begin April, 2000.

Timing of construction of the affordable housing unit(s) shall be in accordance with the

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

**Page 8**

requirements of County Code Chapter 17.10.

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

**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: N/A

\_\_\_\_\_ ( ) 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: N/A

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.

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

**C. DEDICATION OF SUBDIVISION LOTS**

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

1. Dedication of Affordable Residential Lots: N/A

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: N/A

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

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

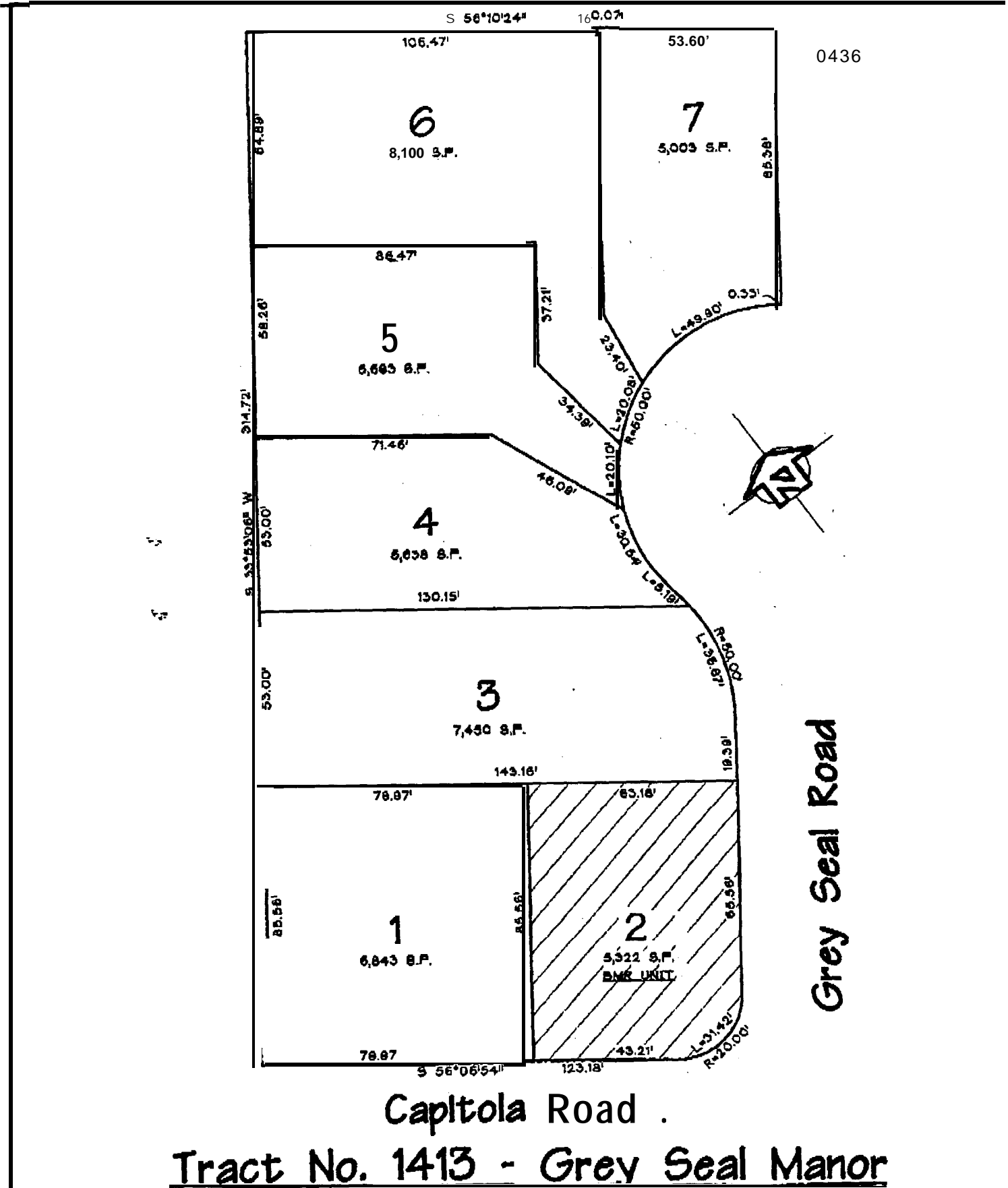


**Island**  
**ENGINEERS, INC.**

1100 WATER STREET  
SANTA CRUZ, CA 95062  
TEL (831) 426-5313  
FAX (831) 426-1783

JOB NO. 30023 GREY SEAL MANOR  
SHEET NO. 1 OF 1  
CALCULATED BY JPI DATE 1/19/00  
SCALE: 1" = 40'

CIVIL ENGINEERING • LAND PLANNING • STRUCTURAL DESIGN



**Capitola Road .**  
**Tract No. 1413 - Grey Seal Manor**

AFFORDABLE HOUSING EXHIBIT

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