



County of Santa Cruz

0393

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: AUGUST 1, 2000

July 20, 2000

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

SUBJECT: TRACT 1421 AND MLD 99-0048, CHANTICLEER TERRACE
ASSESSOR'S PARCEL NUMBER 29-081-05, 06
CHANTICLEER AVENUE, SANTA CRUZ

Members of the Board:

Submitted herewith are the final map for Tract 1421 containing three sheets, and the parcel map for MLD 99-0048, Chanticleer Terrace, containing three sheets. These maps have been duly checked and processed by Public Works and are now submitted for your consideration.

The following items are being submitted with the map:

Subdivision Agreement

Irrevocable Letter of Credit from Coast Commercial Bank, a cash escrow account from Amresco Commercial Finance, and a cash deposit in the total amount of \$538,395.00 for the following items:

Faithful Performance Security	\$347,330.00
Labor and Materials Security	\$173,665.00
Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance)	\$173,665.00
Inspection	\$ 4,000.00(cash)
Monumentation	\$ 2,400.00
Taxes	\$ 11,000.00

The Guarantee, Warranty, and Maintenance amount of \$173,665.00 is not included in the total \$538395.00, 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 July 11, 2000, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was for Construction Inspection.

As part of the subdivision improvements, three electroliers with 70-watt high-pressure sodium vapor fixtures will be installed along the site roadway. This area is within the existing residential lighting district, County Service Area No. 9, Zone "A". The cost of public maintenance of these lights will be \$10.87 per month per fixture. Funds are available for these additional costs.

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

1. Approve the final maps of Tract 1421 and MLD 99-0048, Chanticleer Terrace,
2. Authorize the Acting 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.
4. Authorize the addition of three street lights within the subdivision to the County Service Area No. 9, Zone "A" inventory.
5. Direct Public Works to notify the Pacific Gas and Electric Company when the street lights have been installed.

Yours truly,



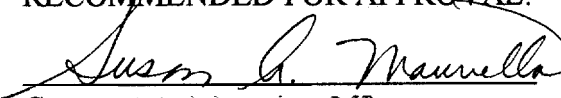
THOMAS L. BOLICH

Acting Director of Public Works

GG:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Planning Department

FNLMP.DOC/CHANTB

SUBDIVISION AGREEMENT
(Partial Release Tract)

0395

THIS AGREEMENT, by and between BARNETT HOMES, LLC, AND CHANTICLEER LANE, LTD., 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 subdivisions known as Tract 1421 AND MLD 99-0048 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. If the approved tentative map is amended, the SUBDIVIDER shall apply for and obtain an amendment to this agreement as necessary. 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.

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

All off-site work if any, shall be done prior to or concurrently with on-site work, unless otherwise expressly specified by the conditions of the tentative map.

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

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

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

- A. Faithful Performance Security in the amount of \$347,330.00 to assure that all work specified in this agreement will be completed; except for that amount retained to provide the Guarantee, Warranty and Maintenance of Work Security, the Faithful Performance Security shall be released upon completion of the work and acceptance of the work to be performed hereunder, in whole or in part; provided that a partial release shall not be in an amount less than 25% of the total security amount and that no more than 50% of the total security amount shall be released prior to final completion and acceptance of the work hereunder. Since partial releases are to be made, a schedule of construction shall be made a part of this agreement. The schedule shall specify the portions of the work to be completed and target completion dates for those portions of work, as well as the amounts of partial release to be made for each portion of work. Failure on the part of SUBDIVIDER to meet a target date shall result in forfeiture of the corresponding partial release. Any partial release thus forfeited may be regained at the next target date if all portions of work due prior to and on that next target date are completed by that next target date. Any extension or modification of the schedule must be granted in writing by the County.

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

- B. Labor and Material Security in the amount of \$173,665.00, 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 (Cash).
- D. Tax Security \$1 1,000.00
- E. Monumentation Security in the amount of \$2,400.00

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 \$173,665.00, 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: City of Santa Cruz Water Department
Name of Agency
X Security held by County: \$33,000.00 (includes ten percent contingency)
___ 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

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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.

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

 HAVE been acquired. (Describe and attach documentation).

 HAVE NOT been acquired and the following standard condemnation clause is made a part of the agreement. At the time of execution of this agreement, SUBDIVIDER shall furnish to COUNTY a cash deposit in the amount of \$ for processing and acquisition as outlined in the following condemnation clause.

4. FAILURE TO COMPLETE IMPROVEMENTS: In the event SUBDIVIDER has not completed the specified work and improvements within the period of time allowed by this agreement, SUBDIVIDER shall not proceed further with such work and improvements unless and until approval to do so is obtained from the COUNTY. Under normal circumstances, if it is not found to be contrary to the public interest, the COUNTY will allow renewals of this agreement, provided that all applicable requirements are met by SUBDIVIDER. The COUNTY reserves the right, upon each renewal, to increase the security amounts to reflect fluctuations in material and labor prices. It is understood that in the event the SUBDIVIDER fails to complete the work and improvements within the specified period of time that the COUNTY may proceed against the Faithful Performance Security, to obtain completion of such work and improvements, or may initiate proceedings to revert the subdivided property to acreage pursuant to the provisions of Sections 14.01.344 et. seq. of the Santa Cruz County Code.

5. INDEPENDENT CONTRACTOR: SUBDIVIDER agrees that, in making the above-mentioned improvements, SUBDIVIDER is an independent contractor and not an employee of COUNTY, and all persons hired to furnish labor and/or materials in connection with proposed improvements are not employees of COUNTY.

6. INDEMNIFICATION: SUBDIVIDER agrees to defend and hold the COUNTY, its' officers, employees, and agents harmless from any losses or damages occasioned by injuries to persons and/or property arising out of or in any way connected with the above-mentioned work or improvement.

7. FILING OF FINAL SUBDIVISION MAP: COUNTY, for and in consideration of the execution of this agreement and fulfillment by SUBDIVIDER of the terms set forth herein, agrees to accept for filing the final map of Tract No. 1421 and MLD 99-0048.

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 7-27 0 0 0 .

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: T L Barnett
BARNETT HOMES, LLC

Address:

1230 Spring St
St Helena, Ca 94574

Phone: 707 967 4870

APPROVED AS TO FORM:

DMRae 6-30-00
Chief Assistant County Counsel

GG:bbs

SUBAGR3.DOC/BARB

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. 1421 and MLD 99-0048.

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IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on _____, 2000.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: William Douglas
CHANTICLEER LANE, LTD.

Address:

700 River Street
Santa Cruz Calif
Phone: 831/459-6060

APPROVED AS TO FORM:

DMC Rae 6.30.00
Chief Assistant County Counsel

GG:bbs

SUBAGR3.DOC/BARB

$$\} \quad \text{SS.}$$

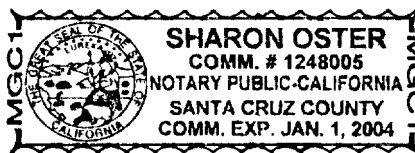
_____ personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

WITNESS my hand and official seal.

SHARON OSTER, NOTARY PUBLIC

Name (Typed or Printed)

Notary Public in and for said County and State
MY COMMISSION EXPIRES JANUARY 1, 2004





**First American
Title Company**

July 12, 2000

3305 Coquel Avenue

Santa Cruz

California 95062

Tel f 31.426.6500

Fax 331.426.7312

County of Santa Cruz
Public Works Dept.
701 Ocean St.
Santa Cruz, CA 95060

RE: Subdivision Agreement (Partial Release Tract)
Tract 1421 and MLD 99-0048
Santa Cruz County, California

To Whom It May Concern:

This is to confirm and guarantee that funds in the amount of \$405,896.00 will be held in escrow by FIRST AMERICAN TITLE COMPANY as Escrow Agent in the name of AMRESKO Commercial Finance, Inc., a Nevada corporation (herein referred to as "Lender") for the benefit of Bamett Homes, LLC, a California limited liability company ("Owner") for the purpose of guaranteeing the completion of the required improvements for the above named project in compliance with Santa Cruz County specifications.

The Lender, Owner and Escrow Agent agree that absolutely no withdrawal from or disbursement of the escrow account shall be made without the prior written authorization of the County of Santa Cruz Board of Supervisors or its designee approving the amount disbursed.

In the event that satisfactory completion of the above required improvements are not accomplished within a period of twenty-four (24) months from the date of this Agreement, we, the undersigned Lender and Owner agree that the Santa Cruz County may require forfeiture of any and all remaining funds so that the work may be completed. Any extension of time granted shall be solely at the discretion of the County of Santa Cruz Board of Supervisors or its designee.

In the event the Owner fulfills its obligations to complete the required improvements for the above-named project within a period of twenty-four (24) months from the date of this Agreement, plus any approved extensions, the funds and all accrued interest shall, upon written notice from the County of Santa Cruz Board of Supervisors or its designee, be delivered by the Escrow Agent to the Lender.

In the event the Owner fails to fulfill its obligations to complete the required improvements for the above-named project within a period of twenty-four (24) months from the date of this Agreement, plus any approved extensions, the funds and all accrued interest shall, upon written notice from the County of Santa Cruz Board of Supervisors or its designee, and delivery to Escrow Agent and to Lender of an acknowledged affidavit described below, be delivered by the Escrow Agent to the County of Santa Cruz. Upon receipt of such funds, Santa Cruz County shall be obligated to utilize the funds to pay for the completion of the work required to have been performed by Owner under the Subdivision Agreement (Partial Release Tract) for Tract 1421 and MLD 99-0048.

The Escrow Agent shall and is hereby irrevocably directed to disburse funds up to the full amount of such above-listed sum to the Santa Cruz County Director of Public Works or his/her designee, upon receipt of a sworn and acknowledged statement declaring the following:

1. That the person executing the statement is the Santa Cruz County Director of Public Works or his/her designee.
2. The Owner has failed to satisfactorily complete the above required improvements within twenty-four (24) months of the date of this Agreement, plus any approved extensions or has defaulted in the performance of its obligations and the construction of improvements pursuant to the Subdivision Agreement (Partial Release Tract) for Tract 1421 and MLD 99-0048.
3. The Santa Cruz County Director of Public Works has provided a copy of this Statement to the Lender and the Owner at the addresses listed below via first class mail simultaneously with this statement being delivered to the Escrow Agent.
4. A request that a specified amount be paid by the Escrow Agent to the Santa Cruz County Director of Public Works, in an amount which, when combined with all previous requests pursuant to the Agreement, does not exceed the sum listed above.
5. A statement of the total amount previously requested by the Santa Cruz County Director of Public Works regarding this project and pursuant to this Agreement.

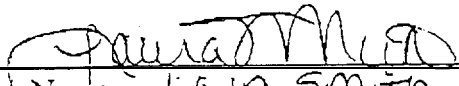
The Lender, Owner and the Escrow Agent acknowledge and agree that the obligation of the Escrow Agent to disburse funds to the Santa Cruz County Director of Public Works, upon receipt of the Statement described herein shall be mandatory and not discretionary.

This Escrow Agreement is intended to cover all costs of the above-described project as of the date of this escrow. Attached as Exhibit "A" and incorporated herein as if fully set forth is a breakdown of the cost of the improvements required for the project. The Owner is responsible for the completeness and accuracy of this information.

This Agreement shall not be modified or supplemented except by a writing executed by the Lender, Owner, Escrow Agent and the Santa Cruz County Director of Public Works or his/her designee.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California

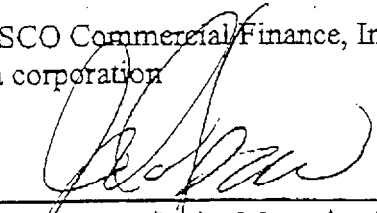
FIRST AMERICAN TITLE COMPANY

By: 
 Name: Laura Smith
 Title: Escrow Officer 7/17/2000

Approved and Agreed:

“Lender”

AMRESKO Commercial Finance, Inc., a
 Nevada corporation

By: 
 John T. DeSpain, Managing Director

Date: 7/17

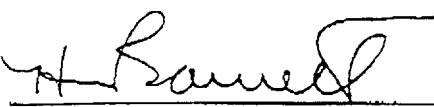
Address: John T. DeSpain
 AMRESKO Commercial Finance, Inc.
 11011 Richmond Ave., Suite 850
 Houston, TX 77042

“Owner”

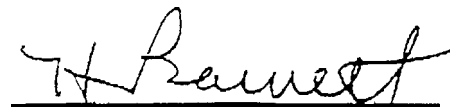
BARNETT HOMES, LLC, a California
 limited liability company

Date: 7/12

By: BARNETT DEVELOPMENTS, LLC, a
 California limited liability company, its
 Manager

By: 
 Hal W. Barnett, Its Manager

By: ROGUE VALLEY HOLDINGS, LLC,
 LLC, a California limited liability
 company, its Manager

By: 
 Hal W. Barnett, Its Manager

Address: 1022 Main Street, Suite A
St. Helena, California 94574

COUNTY OF SANTA CRUZ

By: Thomas J. Bolin 7-13-00
Acting Director of Public Works

APPROVED AS TO FORM:

D. McRae 7-13-00
Chief Assistant County Counsel

19-Jul-2000 2000-0034907

Has not been compared with original

SANTA CRUZ COUNTY RECORDER

After recording please return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TO BE RECORDED AT NO FEE FOR THE BENEFIT OF THE COUNTY OF SANTA CRUZ

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

THIS AGREEMENT, is made and entered into this 23 day of June, 2000, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Hal Barnett for Barnett Homes, LLC hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Chanticleer Terrace, Tract Number 1421, and Assessor's Parcel Number : 029-081-06 called "PROPERTY"; and

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

WHEREAS on 9/8/99, ~~2000~~ the COUNTY by approval of Residential Development Permit No. 98-08-07-02 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**

Page 2 of 6

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.



STATE OF CALIFORNIA
COUNTY OF Napa

} ss.

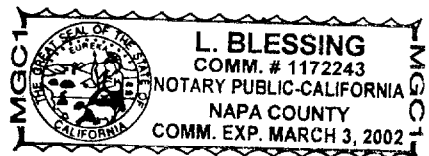
On July 7 2000, before me, L. Blessing,
personally appeared Hal W. Barnett

_____ 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

[Signature]



(This area for official notarial seal)

Title of Document

Subdivision Agreement

Date of Document

7-7-00

No. of Pages

6


Other signatures not acknowledged

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


Page 3 of 6

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)

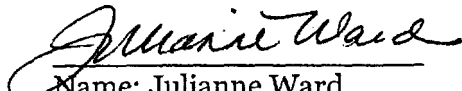
By: 
Name: Barnett Homes, LLC Title: Property Owner

By: _____
Name: Title: Property Owner

AMRESO Commercial Finance, Inc.,
a Nevada corporation

By: 
Name: John T. DeSpain, Managing Director Title: ~~Trustee for Deed of Trust~~
Beneficiary under Deed of Trust

APPROVED FOR CONTENT:

By: 
Name: Julianne Ward Title: County Housing Coordinator

ATTACHMENTS: Exhibit A: Inclusionary Housing Provisions
Exhibit B: Table of In Lieu Fees
Exhibit C: Approved Tentative map (8.5" x 11")
(to be provided by OWNER)

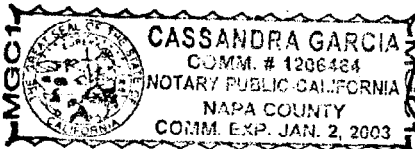
**CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ~~SANTA CRUZ~~)

On 6/23 ^{Napa}, 2000, before me Cassandra Garcia,
personally appeared Hal W. Barnett, ☒ personally
known to me, or ☐ proved to me on the basis of satisfactory evidence, to be the person whose
name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

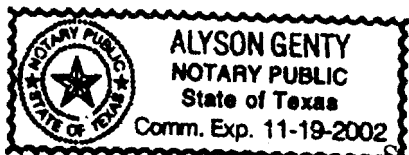
Cassandra Garcia
Signature of Notary Public

LIEN HOLDER

OWNERS ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HARRIS)

On July 7, 2000, before me Alyson Genty, personally
appeared John T. DeSpain, ☒ 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.



Signature

WITNESS my hand and official seal:

Alyson Genty
Signature of Notary Public

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 4 A

COUNTY ACKNOWLEDGMENT

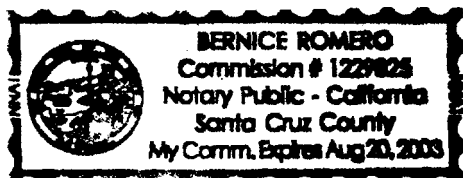
STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On July 19, 2000, before me Bernice Romero, Notary Public,
personally appeared Alvin D. James

☒ personally known to me, or ☐ proved to me on the basis of satisfactory evidence, to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his signature
on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Bernice Romero
Signature of Notary Public



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

Page 5 of 6

EXHIBIT A: INCLUSIONARY HOUSING PROVISIONS

PAYMENT OF In-lieu FEES:

DEVELOPER agrees to pay in-lieu fees, pursuant to subsection 17.10.034 of the Santa Cruz County Code, rather than provide the number of affordable unit(s) required by Section 17.10.030(b). Subsection 17.10.034 also sets forth the in-lieu fees that must be paid for each affordable unit required pursuant to Section 17.10.030(b) and the methods for calculating and paying the fees. The applicable in-lieu fee schedule is attached to this document as Exhibit B.

DEVELOPER and COUNTY acknowledge that this is a Nine (9) parcel subdivision and that ~~One (1) affordable unit(s) is required under Section 17.10.030(b).~~ ~~in g t h e~~ required affordable unit(s), Developer wishes to provide Zero (0) affordable unit(s) and pay in-lieu fees equal to One (1) times the in-lieu fee listed in Exhibit B based on the average sales price, or market value if higher, of all parcels in the subdivision.

DEVELOPER agrees to pay a proportionate percentage of the in-lieu fees upon the sale or transfer of each parcel in the subdivision as follows:

2. Upon entering into each agreement to sell or transfer a parcel, Developer shall provide the County with a copy of the agreement and other information regarding the transfer as may reasonably be required by the County.
3. Upon receipt of the required information for each sale or transfer, except for the last parcel in the subdivision, the County may place a demand into escrow for ~~the~~ proportionate percentage of the in-lieu fees based upon the greater of the actual sales price or the market value of the parcel. If this agreement takes effect after the close of escrow on any parcels in the subdivision, the cumulative proportionate in-lieu fees from the sales of those parcels will be paid to the County out of the initial escrow entered into following the execution of this agreement along with the proportionate in-lieu fee from the parcel which is the subject of that initial escrow. Regardless of whether the County places a demand into escrow for the proportionate payment of in-lieu fees for any parcel, the escrow officer shall make a written request to the Housing Coordinator at the Santa Cruz County Planning Department, 701 Ocean Street, 4th Floor, Santa Cruz, CA 95060, for a calculation of in-lieu fees for each escrow.
4. Upon receipt of the required information for the sale or transfer of the last parcel in the subdivision, the County may place a demand into escrow for the remaining balance of the in-lieu fees required under subsection 17.10.034 based upon the average sales price, or market value if higher, of all parcels in the subdivision. Regardless of whether the County places a demand into escrow for the proportionate payment of in-lieu fees for any parcel, the escrow officer shall make a written request to the Housing Coordinator at the Santa Cruz County Planning Department, 701 Ocean Street, 4th Floor, Santa Cruz, CA 95060, for a calculation

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

Page 6 of 6

of in-lieu fees for each escrow.

5. Developer shall direct escrow to withhold from the proceeds of each sale or transfer, and release to the County upon the close of escrow, funds in the amount of the County's demand.
6. Upon the close of each escrow, escrow shall release to the County the funds demanded above and certified copies of the Buyer's and Seller's closing statements. If the funds are not released to the County, escrow may not close.
7. Concurrent with the payment of the applicable in-lieu fee from the sale of each parcel in the subdivision, the County shall record a release of the affordable housing encumbrances imposed on that parcel through the recorded Participation Agreement.
8. Until the payment of the applicable in-lieu fee, including any cumulative amounts owed, is received by the County from the sale or transfer of any parcel outside of escrow, the County shall not record a release of the affordable housing encumbrances imposed on that parcel through this recorded **Participation** Agreement.

#

TABLE OF IN-LIEU FEES

AVERAGE HOUSE PRICE		AVERAGE LOT PRICE		IN-LIEU FEE
From	To less than	From	To less than	
\$0	\$262,500	\$0	\$105,000	\$100,000
\$263,000	\$275,000	\$105,000	\$110,000	\$105,000
\$275,000	\$287,500	\$110,000	\$115,000	\$110,000
\$287,500	\$300,000	\$115,000	\$120,000	\$115,000
\$300,000	\$312,500	\$120,000	\$125,000	\$120,000
\$312,500	\$325,000	\$125,000	\$130,000	\$125,000
\$325,000	\$337,500	\$130,000	\$135,000	\$130,000
\$337,500	\$350,000	\$135,000	\$140,000	\$135,000
\$350,000	\$362,500	\$140,000	\$145,000	\$140,000
\$362,500	\$375,000	\$145,000	\$150,000	\$144,000
\$375,000	\$400,000	\$150,000	\$160,000	\$148,000
\$400,000	\$425,000	\$160,000	\$170,000	\$154,000
\$425,000	\$450,000	\$170,000	\$180,000	\$160,000
\$450,000	\$475,000	\$180,000	\$190,000	\$165,000
\$475,000	\$500,000	\$190,000	\$200,000	\$169,000
\$500,000	\$550,000	\$200,000	\$220,000	\$173,000
\$550,000	\$600,000	\$220,000	\$240,000	\$179,000
\$600,000	\$650,000	\$240,000	\$260,000	\$185,000
\$650,000	\$700,000	\$260,000	\$280,000	\$190,000
\$700,000	\$750,000	\$280,000	\$300,000	\$195,000
\$750,000	\$825,000	\$300,000	\$330,000	\$199,000
\$825,000	\$900,000	\$330,000	\$360,000	\$203,000
\$900,000	\$1,000,000	\$360,000	\$400,000	\$207,000
\$1,000,000	\$1,125,000	\$400,000	\$450,000	\$212,000
\$1,125,000	\$1,250,000	\$450,000	\$500,000	\$216,000
\$1,250,000		\$500,000		\$220,000

HB

JUL-19-00 WED 10:40 AM GBB-INTERNATIONAL

FAX NO. 4154214335

0415

P. 02



GREATER BAY

BANCORP

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBLC-10702 DATED JULY 17, 2000

BENEFICIARY: COUNTY OF SANTA CRUZ 701 OCEAN STREET SANTA CRUZ, CA 95060	APPLICANT: CHANTICLEER LANE LTD. 700 RIVER STREET SANTA CRUZ, CA. 95060
EXPIRY DATE AND PLACE: AUGUST 1, 2001 AT OUR COUNTERS	AMOUNT: \$131,515.00 (U.S. DOLLARS: ONE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100)

TO BENEFICIARY:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT, AVAILABLE WITH US BY PAYMENT OF YOUR DRAFT(S) DRAWN AT SIGHT ON GREATER BAY BANCORP, INTERNATIONAL BANKING DIVISION, 344 PINE STREET, MEZZANINE LEVEL, SAN FRANCISCO, CA. 94104 DRAFT(S) SO DRAWN HEREUNDER MUST BE MARKED 'DRAWN UNDER GREATER BAY BANCORP STANDBY LETTER OF CREDIT NO. SBLC-10702' AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICIAL OF THE COUNTY OF SANTA CRUZ, STATING THAT THE RECORDING OF THE FINAL MAP(S) FOR THAT CERTAIN SUB-DIVISION KNOWN AS MLD 98/0048 HAS BEEN COMPLETED, THAT THE COUNTY OF SANTA CRUZ IS ENTITLED TO DRAW UNDER GREATER BAY BANCORP LETTER OF CREDIT NO. SBLC-10702, AND THAT SUCH DRAWING REPRESENTS THE APPROPRIATE PERCENTAGE (24.61%) AND IN CONJUNCTION WITH THE BARNETT HOMES, LLC STANDBY LETTER OF CREDIT DRAWS, AS DEFINED IN A JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN CHANTICLEER LANE LTD., BARNETT HOMES, LLC.
2. THIS ORIGINAL LETTER OF CREDIT AND AMENDMENTS THERETO, IF ANY, WHICH WILL BE RETURNED TO YOU FOLLOWING OUR NOTATION THEREON OF THE AMOUNT OF SUCH DRAFT DRAWN HEREUNDER. IF THE AMOUNT OF THE DRAFT IS FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, THE ORIGINAL LETTER OF CREDIT WILL BE RETAINED BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS RELATIVE TO THE IMPROVEMENTS OF THAT CERTAIN SUB-DIVISION KNOWN AS MLD 98/0048 AND COVERS: (A) FAITHFUL PERFORMANCE SECURITY FOR THE AMOUNT OF \$85,478.00, (B) LABOR AND MATERIAL SECURITY FOR THE AMOUNT OF \$42,739.00, (C) TAX SECURITY FOR \$2,707.00, AND (U) MONUMENTATION SECURITY \$591.00.

THE BENEFICIARY MAY REDUCE THE LETTER OF CREDIT AMOUNT FROM TIME TO TIME BY PROVIDING US WITH A SIGNED RELEASE LETTER INDICATING SUCH AMOUNT TO BE REDUCED. SUCH REDUCTION IN THE CREDIT AMOUNT SHALL BE CONFIRMED BY US TO THE BENEFICIARY IN WRITING UPON RECEIPT BY US OF SUCH RELEASE LETTER FROM THE COUNTY OF SANTA CRUZ.

IT IS A PROVISION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR A PERIOD OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRY DATE, WE NOTIFY YOU BY REGISTERED LETTER OR COURIER SERVICE AT YOUR ADDRESS INDICATED HEREIN, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH ADDITIONAL ONE YEAR PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE FROM US, YOU MAY DRAW YOUR DRAFT ON US AT SIGHT WHEN ACCOMPANIED BY YOUR STATEMENT AS DESCRIBED ABOVE AND THIS ORIGINAL LETTER OF CREDIT. HOWEVER, IN NO EVENT SHALL THIS LETTER OF CREDIT BE EXTENDED BEYOND AUGUST 1, 2005.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT AT THIS OFFICE ON OR BEFORE THE EXPIRATION DATE OF THIS CREDIT AS SPECIFIED HEREIN.

AUTHORIZED SIGNATURE
MICHELE LEE

GREATER BAY BANCORP
INTERNATIONAL BANKING DIVISION

COPY

AUTHORIZED SIGNATURE
APOLINARIO FRIAS

INTERNATIONAL BANKING DIVISION

Statement of Owner

[illegible]

By: Chondoleer Lane Limited Partnership, a California Limited Partnership

William Brooks
Brooks Properties, LLC,
General Partner, by
Partner
William Brooks, Managing
General Partner


Jim Thomas
Jim Thomas dba
Clearwater Construction,
General Partner

Official Records of Santa Cruz County.
July 13, 2000. In Document 2000-003273 of the
corporation as trustee under deed of trust recorded
First American Title Insurance Company, a California
The Guest, Vice President
Ross E. Murray, Assistant Secretary

First American Title Insurance Company, a California corporation, has a file under deed of trust recorded July 20, 2000, in Document 2000-003274, of the Official Records of Santa Cruz County, and as trustee and of trust recorded July 20, 2000, in Document 2000-003595 at the Office of the County Clerk, Santa Cruz County.

[Signature]
Vice President
Tim Grant
Assistant Secretary
Rose E. Murray

State of California
County of Santa Cruz

On this _____ day of July, 2000,
the undersigned, a notary public in and for said county
and state, personally appeared Tim Garrett and Ross T.
personally known to me, or proved to me on the basis
of reliable evidence, to be the persons whose
(name) /or/ who 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)
executed the instrument.
Notary Sole are not required on final maps per 66-36
of the Subdivision Map Act.)


Notary Public's Signature: Ross T. Smith
Notary Public's Name: _____
Commission Expires: 9-17-2003
Principal Place of Business is _____
County _____

Tax and Assessment Certificate

[illegible]

Auditor-Controller of the County
of Santa Cruz, State of California

County of Santa Cruz
State of California

[illegible]

Notary Public's Signature: [Signature]
Notary Public's Name: L. Smith
Commission Expires: 9-17-2003
Principal Place of Business is: State LLC,
County: _____

[illegible]

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 affidavits required under the provisions of Sections 4002 and 4003 of the Government Code have been duly filed and deposited in the public record. Pursuant to the authority delegated to me by said Board, I hereby approve said certificate and accurate on behalf of the County of Santa Cruz.

By: _____ Deputy Clerk

Date: _____

Statement of Surveyor

This map was made by me or under my direction and is
 based upon a field survey in conformance with the
 requirements of section 66-4-50 of the Subdivision Map Act
 and local ordinance of the request of John Swift in
 April, 1967. I hereby state that the parcel map
 substantially conforms to the approved or conditionally
 approved tentative map, if any.

7/17/67 LS 7567

GORDON H. HILLMAN,

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES
 DEPT. 11-31-67
 NO. 7367
 COUNTY CLERK

I have examined this map and I am satisfied that it is
 substantially correct and that the subdivision shown is
 actually the same as depicted on the approved
 tentative map, if any, and that this map conforms with the
 requirements of section 66-4-50 of the Subdivision Map Act
 and local ordinance. We hereby accept the offer of
 this map for public utility purposes. The map is
 including but not limited to the Pacific Bell Corporation. We
 hereby reject the offer of Chambliss Lane for road and
 sanitary sewer purposes.

Statement of County Surveyor

Certificate of Recorder

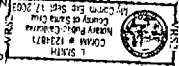
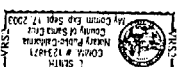
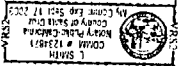
Serial Number: _____
 Filed this _____ day of _____, _____
 at _____ in Volume _____ of Parcel
 Maps at Page _____ of the request of _____

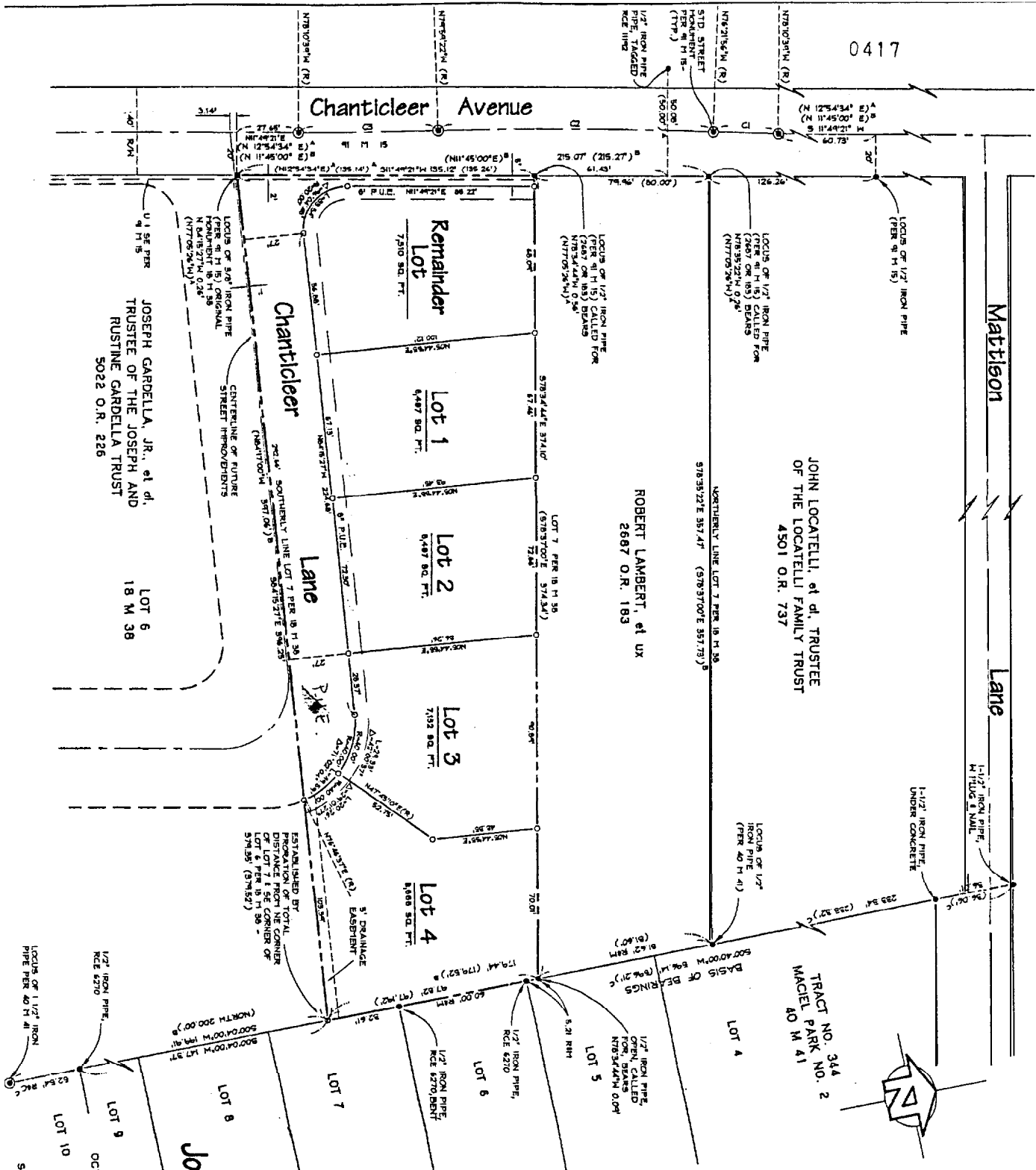
Signed: _____
County Recorder

PARCEL MAP
MLD-99-0048
LANDS OF
Chicleer Lane Limited Partnership
SANTA CRUZ COUNTY
CRUZ, CONVEYED TO CHANTICLEER LANE LIMITED
PARTNERSHIP BY DEED RECORDED IN DOCUMENT NUMBER
000-00033772, OF THE OFFICIAL RECORDS OF SANTA
CRUZ COUNTY
APN 029-061-005
SCALE: NONE
2000

Hand ENGINEERS, INC.

1100 WALTON STREET
SAN JOSE, CA 95022
TEL (415) 434-5173
FAX (415) 428-1723





Mattison

Lane

1-1/2" IRON PIPE
HITTING NAIL1-1/2" IRON PIPE
UNDER CONCRETETRACT NO. 344
MACIEL PARK NO. 2
40 M 41

LOT 4

BASIS OF BEARINGS
500° 40' 00" W 84' 11" (94.21')
61° 42' 30" E 61' 42' 30"1/2" IRON PIPE
UNDER CONCRETE
FOR BEARS
N 78° 34' 41" W 0.09'

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

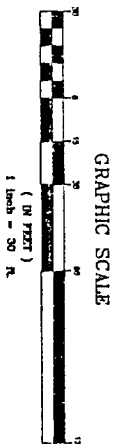
Legend

- Monument found at this location
- Set 1/2" x 3/4" galvanized iron pipe, topped with 1/2" x 3/4" galvanized iron cap, unless otherwise noted.
- R&C Record and calculated data per 81 M 15.
- R&M Record and measured data per 40 M 41.
- Indicates radial bearing.

Indicates the boundaries of the lands subdivided by this map.

John Swift and Deldre Hamilton
P.O. Box 100, Santa Cruz, California 95062
All distances shown are in feet and decimal thereof.
The total area of the land subdivided by this map is 44,558 sq. ft. or 1.02 acres.

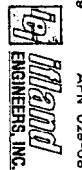
CURVE	LENGTH	RADIUS	DELTA
C1	63.25	2000.00'	0° 48' 43"
C2	63.25	2000.00'	0° 48' 43"
C3	63.25	2000.00'	0° 48' 43"



Basis of Bearings

The bearings shown herein are based on the bearing N 00° 40' 00" E, being the unvarying boundary line of Lot 1 thru Lot 10 inclusive, as shown on Tract No. 344 (Thecel Park), 40 M 41 of Santa Cruz County Records.

John Swift and Deldre Hamilton
PARCEL MAP
MLD-99-0048
LANDS OF



OCTOBER, 1989
APN 028-081-05
SCALE: 1"=30'
SHEET NO. 2 OF 3 SHEETS
JOB NUMBER 9518601

Non-Title Notes

The following are items to be completed prior to obtaining a building permit on lots created by the land division.

1. Lots shall be connected for water service to Santa Cruz County Sanitation District.
2. Lots shall be connected for sewer service to Santa Cruz County Sanitation District.
3. All future construction on the lots shall conform to the design guidelines, the architectural floor plans and elevations, and the 3-D analyses as stated or depicted in Exhibits "D" and "E" and shall also meet the following additional conditions:
 - a. No changes in the placement of windows that face directly toward existing residential development as shown on architectural plans, shall be permitted without review and approval by the Planning Commission.
 - b. Exterior finishes shall incorporate wood siding, including horizontal wood siding, wood shingle siding, board and batten siding or stucco. 7"-11" type siding is not allowed. Exterior color combinations shall be interspersed throughout the development.
 - c. Notwithstanding the above, preliminary architectural plans, all future development shall comply with the development standards for the R-1-S 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.
 - d. The dwelling proposed for Lot 4 shall be located as far forward on the parcel as setbacks will permit, to allow for an increased rear yard, as shown in Exhibit "D" and "E".
 - e. A first Landscape Plan for the entire site, specifying the species, their size, and irrigation plans are to meet the following criteria:
 - i. Turf Limitation. Turf area shall not exceed 25 percent of the total landscaped area. Turf area shall be of low, low moderate water-using varieties, such as tall or dwarf fescue.
 - ii. Plant Selection. At least 60 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 minimal water once established (drought tolerant). Native plants are encouraged. Up to 20 percent of the plant materials in non-turf areas (equivalent to 15 percent of the total landscaped area), need not be drought tolerant, provided they are grouped together and can be irrigated separately.
 - iii. Soil Conditioning. In new planting areas, soil shall be tilled to a depth of 6 inches and added with at least 2 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 will be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.
 - iv. Soil Conditioning. In new planting areas, soil shall be tilled to a depth of 6 inches and added with at least 2 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 will be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.
4. Irrigation Management. All required landscaping shall be provided with an adequate, permanent and ready source of water which shall be applied by an automated irrigation or water feeding, a drip irrigation system. Irrigation systems shall be designed to avoid runoff, over spray, low head water, 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 schedule shall show the location, size and type of components of the irrigation system. The irrigation schedule shall designate the timing and frequency of watering. The irrigation schedule shall show the location, size and type of components of the irrigation system. The irrigation schedule shall designate the timing and frequency of watering. The irrigation schedule shall show the location, size and type of components of the irrigation system. The irrigation schedule shall designate the timing and frequency of watering.
6. Appropriate irrigation equipment, including the use of a separate landscape water meter, pressure regulators, automated controllers, low volume sprinkler heads, drip or bubbler irrigation systems, non-thermo devices, and other equipment shall be utilized to minimize the efficiency of water applied to the landscape.
7. Plants having similar water requirements shall be grouped together in distinct hydrozones and shall be irrigated separately.
8. Landscapes irrigation should be scheduled between 6:00 p.m. and 11:00 a.m. to reduce evaporative water loss.
9. All planting shall conform to the Landscaping Plan shown as part of Exhibit "A". The following specific landscape requirements apply:
 - i. System minimum 24-inch box size street trees of a species selected from the County Urban Forestry Master Plan shall be planted, six within the required landscape strip, two on the number lot, two on Lot 3 and one on Lot 4. A drip irrigation system shall be installed in the required landscape strip, which may be connected to the adjacent individual lot. The species, quantities and placement shall conform to Exhibit "A", landscape plan of Thomas E. Back and Associates, dated May 31, 1994.
 - ii. Street trees shall be installed according to provisions of the County design Criteria. Root barriers are required for the London Plane Trees.
 - iii. 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 road construction. Include a letter from a licensed arborist verifying that the protection measures are adequate to protect the trees during construction.
 - iv. Two (2) 15-gallon Coast Live Oak Trees (Quercus agrifolia) shall be installed on Lot 3 and 4 (one on each lot).

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iii. Notes shall be added to the final improvement plans that indicate the manner in which

Legend

- Standard Street Monument found per 81 M 15 or as noted.
- Monument found as noted.
- Set 1/2" x 30" galvanized iron pipe, logged LS 7367, unless otherwise noted.
- Set 1-1/2" x 30" galvanized iron pipe, logged LS 7367, unless otherwise noted.
- Set concrete street monument per fig. 5T-11.
- R&C Record and calculated data per 81 M 15.
- R&M Record and measured data per 40 M 41.
- Record per deed
- Record data per 81 M 15.
- Record data per 18 M 38.
- Record data per 40 M 41.
- (R) Indicates radial bearing.
- Designates affordable unit.

Indicates the boundaries of the lands subdivided by this map.

Indicates public utility easement

U & SE Indicates utility & sidewalk easement

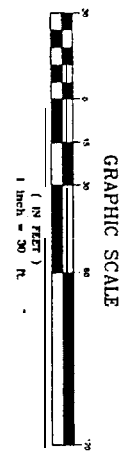
All distances shown are in feet and decimal thereof.

The total area of the land subdivided by this map is 82,845 sq. ft. or 1.89 acres.

Table of Bearings

The bearings shown herein are based on the bearing N00°04'00"E, being the westerly boundary line of Lot 1 thru Lot 10 inclusive, as shown on Tract No. 344 (Mattel Lane), 40 M 41 of Santa Cruz County Records.

CURVE	LENGTH	RADIUS	DELTA
C1	15.50	2000.00	09°37'34"
C2	63.25	2000.00	07°40'43"



TRACT NUMBER 1421
Chanticleer Terrace

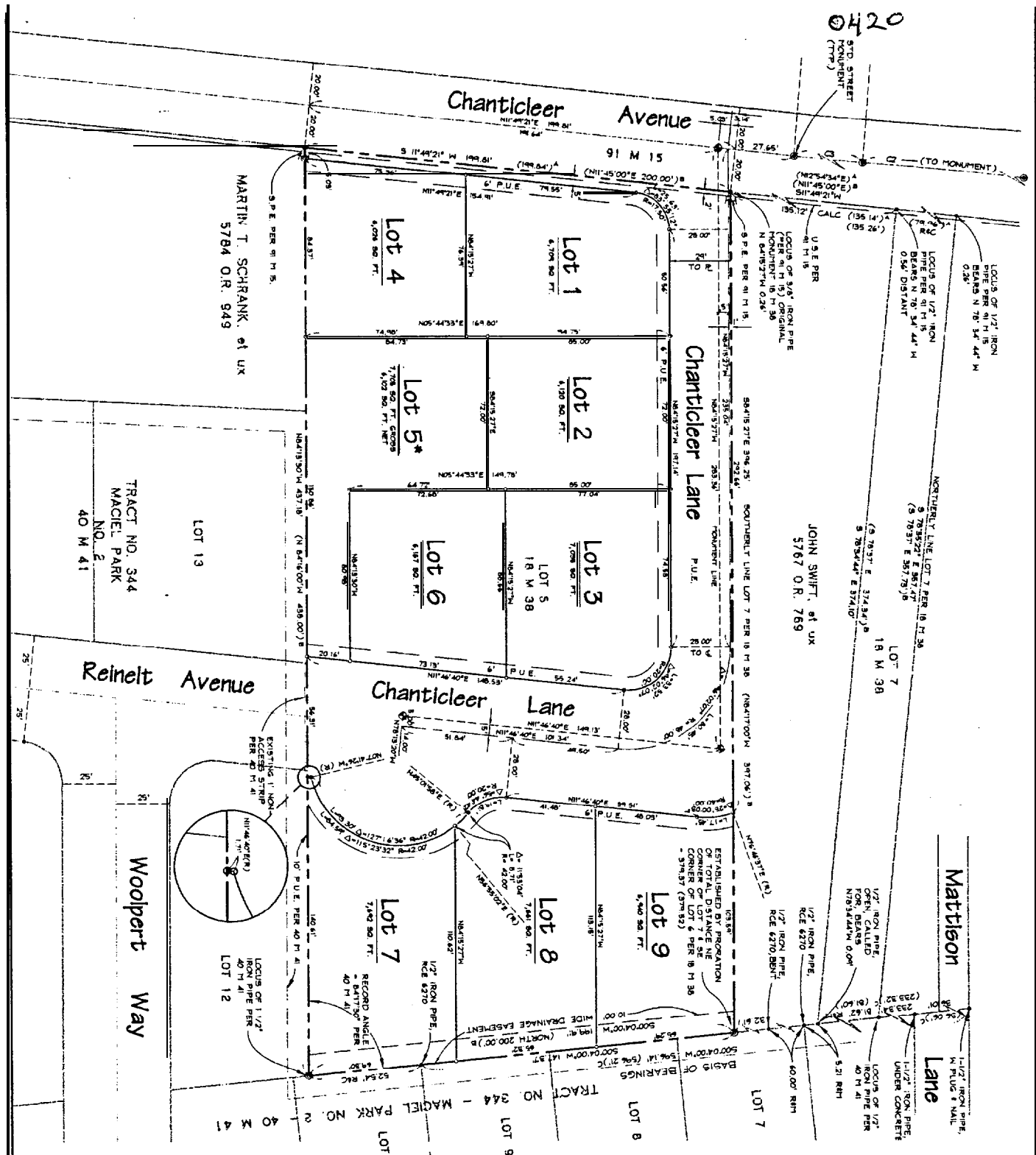
BEING THE THE RESUBDIVISION OF LOT 6, OF WILSON BROTHERS SUBDIVISION NUMBER 5 RECORDED IN VOLUME 18 AT PAGE 38, SANTA CRUZ COUNTY RECORDS.

SEPTEMBER, 1998 APN 028-081-06 SCALE: 1" = 30'

Triland ENGINEERS, INC.

1100 WATER STREET
SANTA CRUZ, CA 95062
TEL (408) 428-2553
FAX (408) 428-2553

SHEET NO. 2 OF 3 SHEETS JOB NUMBER



0420

Non-Title Notes

The following are items to be completed prior to obtaining a building permit on lots created by the land division:

1. Lots shall be connected for water service to Santa Cruz Water District.
2. Lots shall be connected for sewer service to Santa Cruz County Sanitation District.
3. All future construction on the lots shall conform to the Architectural Floor Plans and Elevations, and the Site Analysis as stated or depicted in Exhibits "D" and "E" and shall also meet the following additional conditions:

a. No changes in the placement of windows, shall be permitted without review and approval by the Planning Commission.

b. Exterior finishes shall incorporate wood siding, including horizontal wood siding, and/or stucco, T-1-11 type siding is not allowed. Exterior color combinations shall be interspersed throughout the development.

c. Notwithstanding the approved preliminary architectural plans, all future development shall comply with the development standards for the R-1-6 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.

d. The dwelling proposed for Lot 7 shall be located on far north as setback requirements will permit, to allow for an increased south side-yard setback.

e. All fencing proposed for Lot 3 shall meet zoning code height requirements. No exceptions shall be allowed.

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

a. Turf Limitation: Turf area shall not exceed 25 percent of the total landscaped area. Turf area shall be of low to moderate water-using varieties, such as tall 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 a minimum of 20 percent of the plant materials in non-turf areas (equivalent to 15 percent of the total landscaped area).

c. Soil Consideration: In new planting areas, soil shall be filled to a depth of 6 inches and under retention after planting, a minimum of 2 inches of which shall be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.

d. Soil Consideration: In new planting areas, soil shall be filled to a depth of 6 inches and under retention after planting, a minimum of 2 inches of which shall be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.

d. Irrigation Requirement: All required landscaping shall be provided with an adequate, permanent and nearby source of water which shall be applied by an installed irrigation or water leaving a drip irrigation system. Irrigation systems shall be designed to avoid runoff, over spray, low head watering, roadways or structures.

The irrigation plan and on irrigation schedule for the established landscape shall be submitted with the building permit application. The irrigation plan shall show the location, size and type of components of the irrigation system, the point of connection to the public water supply and designation of the irrigation schedule and frequency of watering. The irrigation schedule shall be 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 utilized to maximize the efficiency of water applied to the landscape.

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

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

e. All planting shall conform to the Landscape Plan shown as part of Exhibit "A". The following specific landscape requirements apply:

1. Street, minimum 24-inch box size street trees of a species selected from the County Urban Forestry Master Plan shall be planted, 14 within the required landscape strip, one on Lot 1 and one on Lot 4. A drip irrigation system shall be installed in the required landscape strip, which conforms to Exhibit "A", landscape plan of Thomas E. Bock and Associates, dated May 21, 1999.

2. Street trees shall be installed according to provisions of the County design Criteria. Root barriers are required for the London Plane Trees.

3. Street trees shall be installed according to provisions of the County design Criteria. Root barriers are required for the London Plane Trees.

4. 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 road construction. Include a letter stating a licensed arborist verifying that the protection measures are adequate to protect the trees during construction.

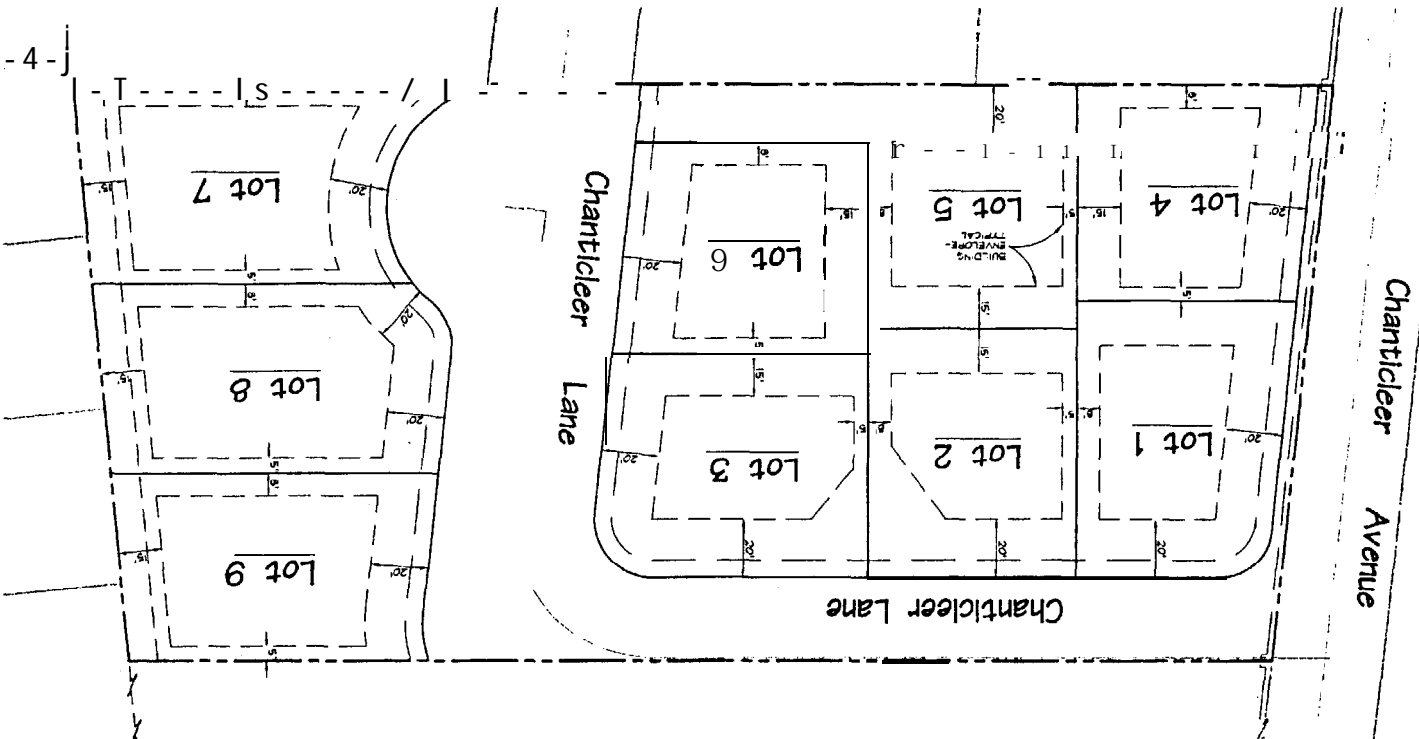
5. Seven (7), 15-gallon Coast Live Oak Trees (Quercus agrifolia) shall be installed on Lots 7, 8 and 9 as indicated on the street tree plan. Two additional trees, of a species chosen by the developer and determined by the arborist, to be suitable, shall be placed on Lots 5 and 6.

6. Planting shall occur in the rear yards, outside of the drainage easement.

7. Planting shall occur in the rear yards, outside of the drainage easement.

8. Planting shall occur in the rear yards, outside of the drainage easement.

9. Planting shall occur in the rear yards, outside of the drainage easement.



GRAPHIC SCALE
1 inch = 30 ft

5. All future development on the lots shall comply with the requirements of the geotechnical report prepared by Remonde and Associates, dated December 15, 1999.

6. Submit a written statement signed by an authorized representative of the school district in which the project is located confirming payment in full of all applicable developer fees and other

7. Any changes between the approved tentative map, including but not limited to the attached available for preliminary grading, drainage, erosion control, preliminary improvement plans, architectural and landscaping plans, shall be submitted for review and approval by the body to consider if they are sufficiently material to warrant consideration at a public hearing noticed in accordance with Section 15.10.223 of the County Code. 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

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