



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 4543160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: SEPTEMBER 19, 2000

September 7, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: FINAL MAP, TRACT 1408, DOVER ESTATES, APN 25-103-22
HOWE STREET AT DOVER DRIVE

Members of the Board:

Submitted herewith is the final map for Tract 1408, Dover Estates, containing three sheets. This map has been duly checked and processed by this department and is now submitted for your consideration.

The following items are being submitted with the map:

Subdivision Agreement

Certificates of Deposit from Coast Commercial Bank, dated August 28, 2000, and a cash deposit, in the total amount of \$105,000.00, for the following items:

| | |
|--------------------------------------|--|
| Faithful Performance | \$ 64,000.00 |
| Labor and Materials | 32,000.00 |
| Guarantee, Warranty, and Maintenance | 32,000.00 (to be retained from Faithful Performance) |
| Inspection | 2,500.00 (\$960.00 as cash) |
| Monumentation | 1,500.00 |
| Taxes | 5,000.00 |

The Guarantee, Warranty, and Maintenance amount of \$32,000.00 is not included in the total \$105,000.00, submitted in accordance with the Subdivision Agreement.

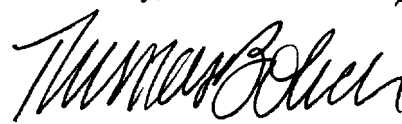
The **Affordable** Housing requirement for this project has been met.

The Planning Department advised us on August 29, 2000, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$960.00 for Construction Inspection.

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

1. Approve the **final** map of Tract 1408, Dover Estates.
2. Authorize the Director of Public Works to sign the Subdivision Agreement on behalf of the County of Santa Cruz.
3. Direct the Clerk of the Board of Supervisors to file the executed Subdivision Agreement and securities.
4. Direct the Clerk of the Board to execute the certificates of the Board of Supervisors and the Clerk of the Board and return the final map to the Public Works Department for recording with the County Recorder.

Yours truly,



THOMAS L. BOLICH
Director of Public Works

GG:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Planning Department
Dean Kingston
Joe Akers, Civil Engineer
Public Works Department

SUBDIVISION AGREEMENT

(Partial Release Tract)

THIS AGREEMENT, by and between ANDREA HEILBRON, 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 1408 DOVER ESTATES, 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. 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.

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 \$64,000.00 to assure that all work specified in this agreement will be completed; except for that amount retained to provide the Guarantee, Warranty and Maintenance of Work Security, the Faithful Performance Security shall be released upon completion of the work and acceptance of the work to be performed hereunder, in whole or in part; provided that a partial release shall not be in an amount less than 25% of the total security amount and that no more than 50% of the total security amount shall be released prior to final completion and acceptance of the work hereunder. Since partial releases are to be made, a schedule of construction shall be made a part of this agreement. The schedule shall specify the portions of the work to be completed and target completion dates for those portions of work, as well as the amounts of partial release to be made for each portion of work. Failure on the part of SUBDIVIDER to meet a target date shall result in forfeiture of the corresponding partial release. Any partial release thus forfeited may be regained at the next target date if all portions of work due prior to and on that next target date are completed by that next target date. Any extension or modification of the schedule must be granted in writing by the County.

Provisions for partial release may be made at 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 **\$32,000.00**, which said security, by its terms, shall secure payment to materialmen and laborers furnishing materials and/or labor in connection with the above-described work or improvement; the Labor & Material Security shall be released 90 days after the completion of all the work and provided that no liens have been filed against the project.
- C. Inspection Security in the amount of **\$2,500.00** (\$960.00 IN CASH).
- D. Tax Security **\$5,000.00**.
- E. Monumentation Security in the amount of **\$1,500.00**.

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 \$32,000.00 , 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 14.015 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 N/A
Name of Agency
 ___ Security held by County: \$_____
☒ Security is held by agency.

- b. Fire Agency N/A 0210
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:

~~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. 1408 DOVER ESTATES.

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 _____, 2000.

COUNTY OF SANTA CRUZ

By: _____

Director of Public Works

By: Andrea N. Neilson

Subdivider

Address:

203 Washburn Ave
Capitola, Ca 95010

Phone (831) 476-4636

APPROVED AS TO FORM:

McRae 7-28-00
Chief Assistant County Counsel

SUBAGR3.DOC/DOVM

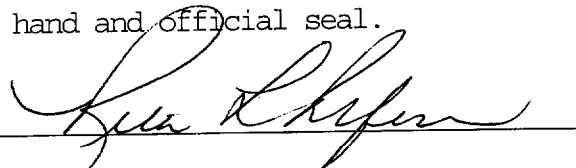
Attachment to Agreement

State of California
County of Santa Cruz

On August 7th, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrea H. Heilbron, 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.

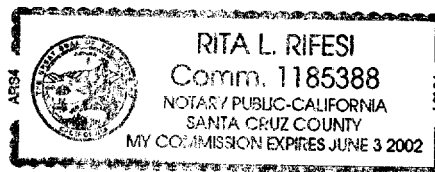
WITNESS my hand and official seal.

Signature



Name

Rita L. Rifesi
(typed or printed)



(Seal)

Date **Opened:** 08131/2000 **Term:** 90 DAYS **Tax ID:** S 547-84-I 743 **Number:** 134809

Certificate of Deposit

Account Number: 6008492

Amount of Deposit: Seventy thousand Five hundred Forty O/I 00 * . . . \$ 70,540.00

This Time Deposit is Issued to:

Issuer:

SANTA CRUZ COUNTY FBO
ANDREA H. HEILBRON
DEAN E. KINGSTON
203 WASHBURN AVE
CAPITOLA CA 95010

COAST COMMERCIAL BANK
1975 SOQUEL DRIVE
SANTA CRUZ CA 95065
831-458-4500

Not Negotiable - Not Transferable - Additional terms are below.

BY BONNIE STOW

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the **Minimum Balance Requirement:** You must make a minimum deposit to Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date: This account matures 11/29/2000

(See below for renewal information.) **Withdrawals of Interest:** Interest ☐ accrued ☐ credited during a

Rate Information: The interest rate for this account is % 4.86 ~~4.75~~ **can be withdrawn:** AT MATURITY

with an annual percentage yield of 4.86 %. This rate will be paid until the maturity date specified above. Interest begins to accrue on **Early Withdrawal Penalty:** If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The

Interest will be compounded DAILY . penalty will be an amount equal to: 31 days

Interest will be credited AT MATURITY interest on the amount withdrawn.

☒ The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. **Renewal Policy:** ☐ **Single Maturity:** If checked, this account will not automatically renew. Interest ☐ will ☐ will not accrue after maturity. ☐ **Automatic Renewal:** If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest ☐ will ☒ will not accrue after final maturity.

The **NUMBER OF ENDORSEMENTS** needed for withdrawal or any other purpose is: 1

ACCOUNT OWNERSHIP: You have requested and intend the type of account marked below.

- ☐ Individual ☐ Joint Account
☒ Joint - Husband and Wife (with right of survivorship)
☒ Community Property - Husband and Wife
☒ Tenancy in Common
☒ Trust: Separate Agreement Dated _____

☒ Totten Trust or ☐ Pay on Death
resignation as defined in this agreement
(Beneficiaries' names and addresses)

BACKUP WITHHOLDING CERTIFICATIONS

TIN: S 547-84-I 743

☒ **Taxpayer ID Number -** The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ **Backup Withholding -** I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients -** I am an exempt recipient under the Internal Revenue Service Regulations.

A provision for my signature, certifying under penalty of perjury the statements checked in this section, is contained on the first copy of this certificate.

A separate W-9 has been completed (or W-8BEN in the case of a non-resident alien).

ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X _____
X _____
X _____

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DEFINITIONS. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title "Number of Endorsements." This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION: You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - This account is issued to one person who does not intend (merely by opening this account) to create any survivorship rights in any other person. **Joint Account** - This account is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). **Joint Account - of Husband and Wife With Right of Survivorship** - This account is owned by the named parties, who are husband and wife, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor. **Community Property Account of Husband and Wife** - This account is the community property of the named parties who are husband and wife. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will. **Tenancy in Common Account** - This account is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party, or, if none, to the estate of that party. **P.O.D. Account with Single Party** - This account is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

P.O.D. Account With Multiple Parties - This account is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s). Whether the P.O.D. Account is with single party or multiple parties, if ownership passes to more than one beneficiary, any such beneficiary may withdraw all or any part of the account balance. **Totten Trust Account** - (subject to this form) - If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

SET-OFF: You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount of the set-off may be further limited by applicable law. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS: You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a ten day grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances such as the death or incompetence of an owner of this account, federal regulations permit or, in some cases require, the waiver of the early withdrawal penalty.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Each renewal term will be the same as this original one, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a ten day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Date
Opened: 08/28/2000 Term: 365 DAYS Tax
ID: S 547-84-I 743 Number: 134809
CERTIFICATE OF DEPOSIT COPY
AND
CERTIFICATE OF DEPOSIT SIGNATURE CARD
Account Number: 6008464

Amount of
Deposit: Thirty Three thousand Five hundred O/I 00 * . . . \$ 33,500.00

This Tie Deposit is Issued to: Issuer:

SANTA CRUZ COUNTY FBO
ANDREA H. HEILBRON
DEAN E. KINGSTON
203 WASHBURN AVE
CAPITOLA, CA 95010

COAST COMMERCIAL BANK
1975 SOQUEL DRIVE
SANTA CRUZ CA 95065
83 14584500

Not Negotiable - Not Transferable - Additional terms are below.

By BONNIE STOW

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the **Minimum Balance Requirement:** You must make a minimum deposit to Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date: This account matures 08/28/2000 (See below for renewal information.) **Withdrawals of Interest:** Interest ☐ accrued ☒ credited during a

Rate Information: The interest rate for this account is % 5.970 can be withdrawn: AT MATURITY with an annual percentage yield of 5.970 %. This rate will be

paid until the maturity date specified above. Interest begins to accrue on Early Withdrawal Penalty: If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The

the business day you deposit any noncash item (for example, a check). penalty will be an amount equal to:

Interest will be compounded DAILY 31 DAYS INTEREST

Interest will be credited AT MATURITY interest on the amount withdrawn.

☐ The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. **Renewal Policy:**

☐ If you close your account before interest is credited, you will not receive the accrued interest. ☐ **Single Maturity:** If checked, this account will not automatically renew. Interest CI will ☐ will not accrue after maturity.

The **NUMBER OF ENDORSEMENTS** needed for withdrawal or any other purpose is: 1 ☒ **Automatic Renewal:** If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest ☐ will ☒ will not accrue after final maturity.

ACCOUNT OWNERSHIP: You have requested and intend the type of account marked below.

- ☐ Individual ☐ Joint Account
☐ Joint - Husband and Wife (with right of survivorship)
☐ Community Property - Husband and Wife
☐ Tenancy in Common
☐ Trust: Separate Agreement Dated _____

cl _____

☐ Totten Trust or ☐ Pay on Death Designation as defined in this agreement (Beneficiaries' names and addresses)

BACKUP WITHHOLDING CERTIFICATIONS

TIN: S 547-84-I 743

☒ **Taxpayer I.D. Number** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE - I certify under penalties of perjury the statements checked in this section.

Andrea Heilbron
DATE 8/28/00

☐ A separate W-9 has been completed (or W-8BEN in the case of a non-resident alien).

SIGNATURES: I AGREE TO THE TERMS STATED ON PAGE ONE AND PAGE TWO.

X Andrea Heilbron
X Dr. KH
X _____

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DEFINITIONS: "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title " . . . Number of Endorsements . . ." This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION: You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - This account is issued to one person who does not intend (merely by opening this account) to create any survivorship right in any other person. **Joint Account** - This account is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). **Joint Account - of Husband and Wife With Right of Survivorship** - This account is owned by the named parties, who are husband and wife, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor. **Community Property Account of Husband and Wife** - This account is the community property of the named parties who are husband and wife. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will. **Tenancy in Common Account** - This account is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party, or, if none, to the estate of that party. **P.O.D. Account with Single Party** - This account is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

P.O.D. Account With Multiple Parties - This account is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s). Whether the P.O.D. Account is with single party or multiple parties, if ownership passes to more than one beneficiary, any such beneficiary may withdraw all or any part of the account balance. **Totten Trust Account** - (subject to this form) - If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

SET-OFF: You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount of the set-off may be further limited by applicable law. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS: You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a ten day grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances such as the death or incompetence of an owner of this account, federal regulations permit or, in some cases require, the waiver of the early withdrawal penalty.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Each renewal term will be the same as this original one, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a ten day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP THAT WE ARE THE ONLY PARTY NECESSARY TO SIGN SAID MAP PURSUANT TO PROVISION OF SECTION 86436 OF THE CALIFORNIA STATE GOVERNMENT CODE AND WE CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN UPON THIS MAP WITHIN THE DISTINCTIVE BORDER LINE SHOWN HEREON.

WE HEREBY OFFER TO DEDICATE TO THE COUNTY OF SANTA CRUZ FOR ROAD AND PUBLIC UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION, PARCEL "B".

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SANTA CRUZ EASEMENTS FOR ANY AND ALL PUBLIC UTILITY FACILITIES INCLUDING BUT NOT LIMITED TO, THE PACIFIC BELL CORPORATION, AND ALL APPURTENANCES THERETO UNDER, UPON OR OVER THE LAND DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

WE ALSO HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR SIDEWALK PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SIDEWALK EASEMENT".

OWNER: ANDREA H. HEILBRON

CS INVESTMENT SERVICES, INC.

TRUSTEE: Sue Jamieson, Pres
OF: SUE JAMIESON, PRESIDENT

FIRST AMERICAN TITLE COMPANY

TRUSTEE: Carol Nierady, Asst. Vice President

TRUSTEE: Douglas R. Harris, Asst. Secretary

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

ON July 18, 2000 BEFORE ME Carol Nierady, PERSONALLY APPEARED ANDREA H. HEILBRON, 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 THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

TRUSTEE'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

ON July 18, 2000 BEFORE ME Carol Nierady, PERSONALLY APPEARED Sue Jamieson

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 Carol Nierady



TRUSTEE'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA

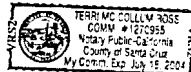
COUNTY OF SANTA CRUZ

ON July 26, 2000 BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED

ROSS E. MURRAY AND DOUGALD R. HARRIS, 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



AUDITOR'S TAX AND ASSESSMENT CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR AGAINST ANY PART THEREOF EXCEPT TAXES WHICH ARE NOT YET PAYABLE AND WHICH IT IS HEREBY ESTIMATED WILL NOT EXCEED THE SUM OF \$_____ FOR THE YEAR 19____-19____, AND THAT SAID LAND IS NOT NOR IS ANY PART THEREOF SUBJECT TO ANY SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN PAID IN FULL AND THAT THIS CERTIFICATE DOES NOT INCLUDE ANY ASSESSMENT OF ANY ASSESSMENT DISTRICT THE BONDS OF WHICH HAVE NOT YET BECOME A LIEN AGAINST SAID LAND OR ANY PART THEREOF.

DATED AUDITOR-CONTROLLER OF THE COUNTY OF SANTA CRUZ

BY DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE

IT IS HEREBY ORDERED THAT THE MAP OF TRACT NO. 1408 "DOVER ESTATES" BE, AND THE SAME IS HEREBY APPROVED; THAT PARCEL "B" SHOWN ON SAID MAP AND THEREON OFFERED FOR ROAD PURPOSES IS NOT ACCEPTED. THE PUBLIC UTILITIES EASEMENTS AND PARCEL "B" ARE HEREBY ACCEPTED FOR PUBLIC UTILITY PURPOSES INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION. THE OFFER FOR SIDEWALK EASEMENT IS HEREBY ACCEPTED.

I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS ON THE COUNTY OF SANTA CRUZ AT A MEETING OF SAID BOARD HELD ON THE _____ DAY OF _____, 19____.

COUNTY ADMINISTRATIVE OFFICER AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA.

BY: DEPUTY

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 19____, AT _____ IN BOOK _____ OF MAPS AT PAGE _____ AT THE REQUEST OF THE COUNTY SURVEYOR.

COUNTY RECORDER RICHARD W. BEDAL DATE

BY DEPUTY

SERIAL NO. _____ FEE NO. _____

ENGINEER'S STATEMENT

I, JOE L. AKERS, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DEAN KINGSTON, ON DECEMBER, 1998. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE APRIL 2001 AND THAT SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Joe L. Akers
JOE L. AKERS, RCE 20372, EXPIRES 9/30/01



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT, SECTIONS 86410 ET. SEQ. OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND THE SANTA CRUZ COUNTY SUBDIVISION ORDINANCE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND CONFORMS WITH THE ACTION OF THE TENTATIVE MAP THEREOF TAKEN BY THE PLANNING COMMISSION OF THE COUNTY OF SANTA CRUZ ON THE 26th DAY OF OCTOBER, 1998.

DATE JOHN A. FANTHAM
RCE 17572 EXPIRES 6/30/01

CLERK OF ME BOARD'S STATEMENT

THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ DOES HEREBY STATE THAT ALL CERTIFICATES AND SECURITIES REQUIRED BY THE PROVISIONS OF SECTIONS 86492 AND 86493 OF DIVISION 2 OF TITLE 7 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.

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

BY DEPUTY

TRACT NO. 1408
DOVER ESTATES

APN 25-103-22

BEING LOT 18 OF THE "SUBDIVISION OF WILSON BROS.

TRACT NO. 3, BEING A PART OF SECTION 9,

T.11S R.1W. M.D.B.&M.", RECORDED

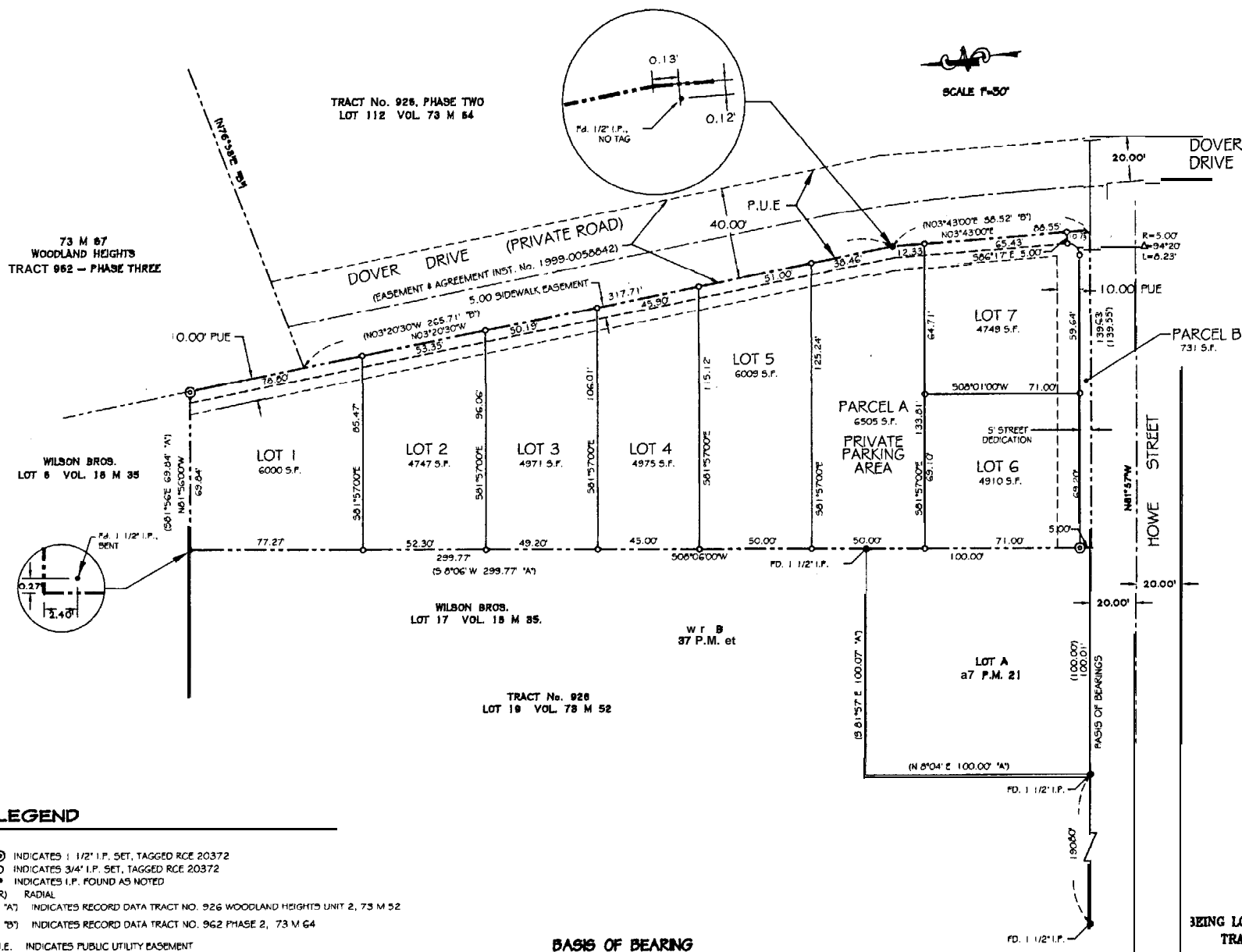
APRIL 26, 1922 IN VOLUME 18, PAGE 35

SANTA CRUZ COUNTY OFFICIAL RECORDS

OCTOBER, 1999

JOE L. AKERS
CIVIL ENGINEER

830 BAY AVE, SUITE E CAPITOLA, CA 95010 (831) 475-8557



LEGEND

- ⊙ INDICATES 1/2" I.P. SET, TAGGED RCE 20372
- INDICATES 3/4" I.P. SET, TAGGED RCE 20372
- INDICATES I.P. FOUND AS NOTED
- (R) RADIAL
- ("A") INDICATES RECORD DATA TRACT NO. 926 WOODLAND HEIGHTS UNIT 2, 73 M 52
- ("B") INDICATES RECORD DATA TRACT NO. 962 PHASE 2, 73 M 64
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS MAP WAS TAKEN AS N 61°57'W ALONG THE NORTHERLY LINE OF HOWE STREET AS SHOWN ON THE MAP OF TRACT No 926 WOODLAND HEIGHTS UNIT 2, RECORDED IN VOL 73 OF MAPS PAGE 52 SANTA CRUZ COUNTY RECORDS AND WAS ESTABLISHED FROM MONUMENTS FOUND AS SHOWN.

THE DISTINCTIVE BORDER INDICATES THE LIMITS OF THE LAND BEING SUBDIVIDED
ALL DISTANCES AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
TOTAL AREA SUBDIVIDED BY THIS MAP IS 1.0009 AC.

TRACT NO.1408 DOVER ESTATES

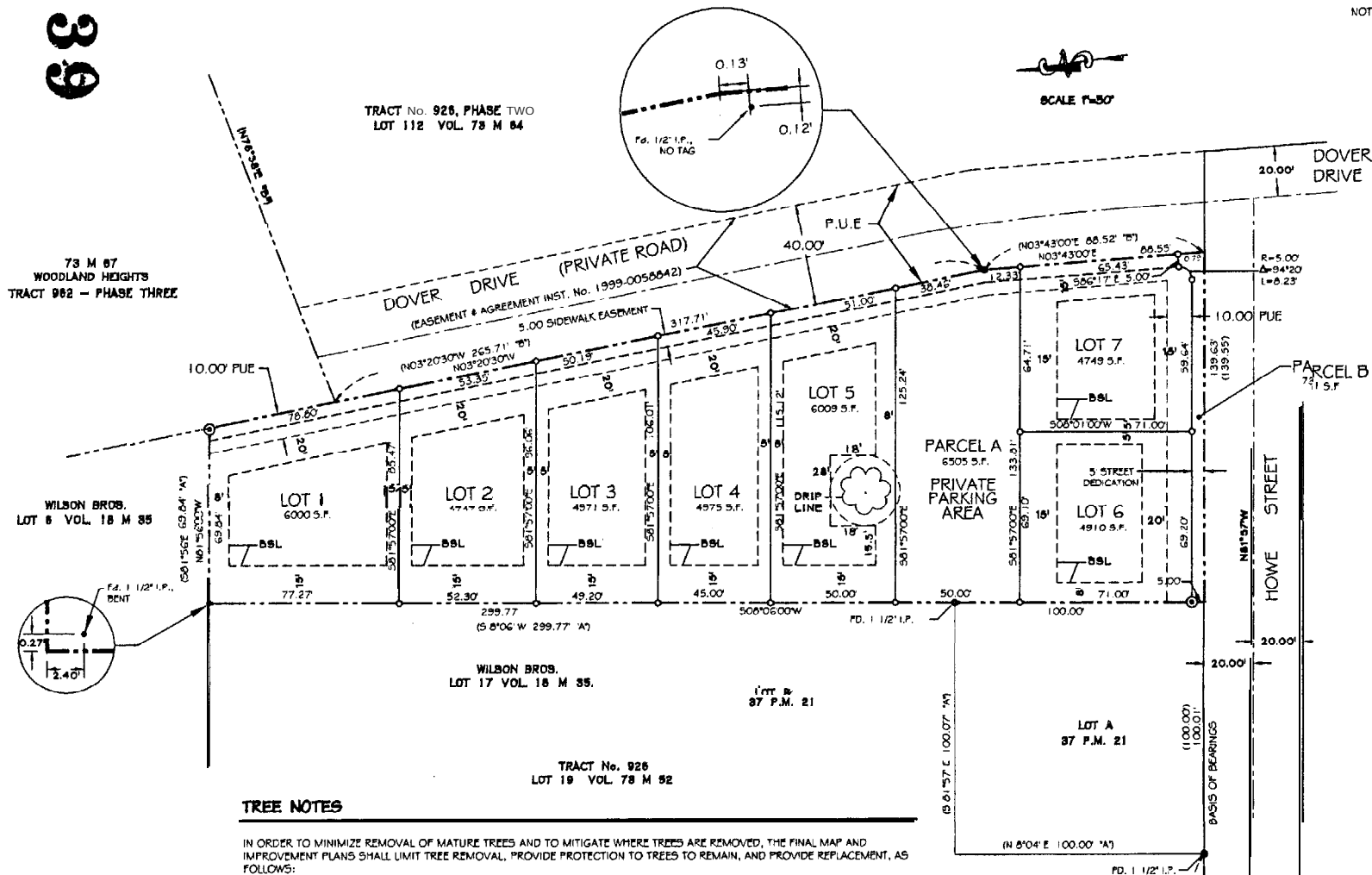
APN 25-103-22

BEING LOT 18 OF THE "SUBDIVISION OF WILSON BROS.
TRACT NO. 3, BEING A PART OF SECTION 9,
T.11S R.1W. M.D.B.&M.", RECORDED
APRIL 26, 1922 IN VOLUME 18, PAGE 35
SANTA CRUZ COUNTY OFFICIAL RECORDS

OCTOBER, 1999

JOE L. AKERS SHEET 1 OF 3

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- NOTES:
1. Lots shall be connected for water service to Santa Cruz Municipal Utilities District.
 2. Lots shall be connected for sewer service to Santa Cruz County Sanitation District.
 3. All future construction on the lots shall conform to the design guidelines contained in the Initial Study, Exhibit "I" and shall meet the following additional conditions:
 - a. No residence shall have a dominant garage along any streetscape.
 - b. No residence shall have an unbroken two-story elevation along any streetscape.
 - c. The windows in the existing single-family dwelling to be renovated on Lot 6 shall be replaced with windows to match those proposed for the single-family dwelling on Lot 7: white aluminum or vinyl frames with clear, double-pane glazing, and shall meet current egress code.
 - d. T-1-1 siding is prohibited.
 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 fescue. Turf areas should not be used in areas less than 6 feet in width.
 - b. Plant Selection. At least 80 percent of the plant materials selected for non-turf areas shall be 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.
 - c. Soil Conditions. 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 secondary source of water which shall be applied by an installed irrigation system, or where feasible, a drip irrigation system. Irrigation systems shall be designed to avoid runoff, overspray, low head drainage, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways or structures.

Appropriate irrigation equipment, including the use of a separate landscape water meter, pressure regulators, automated controllers, low volume 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.

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 designations of hydrozones. The irrigation schedule shall designate the timing and frequency of irrigation for each station and list the amount of water, in gallons or hundred cubic feet, recommended on a monthly and annual basis.

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

5. All future development on the lots shall comply with the requirements of the required geotechnical report.

6. Submit a written statement signed by an authorized representative of the school district in which the project is located conforming payment in full of all applicable developer fees and other requirements lawfully imposed by the school district in which the project is located. In the case of the Live Oak School District, the applicant/developer is advised that the development may be subject to inclusion in a Metro-Room Community Facilities District.

NON-TITLE INFORMATION **TRACT NO. 1408** **DOVER ESTATES** **APN 25-103-22**

BEING LOT 18 OF THE "SUBDIVISION OF WILSON BROS. TRACT NO. 3, BEING A PART OF SECTION 9, T.11S R.1W. M.D.B.&M.", RECORDED APRIL 26, 1922 IN VOLUME 18, PAGE 36 SANTA CRUZ COUNTY OFFICIAL RECORDS

TREE NOTES

IN ORDER TO MINIMIZE REMOVAL OF MATURE TREES AND TO MITIGATE WHERE TREES ARE REMOVED, THE FINAL MAP AND IMPROVEMENT PLANS SHALL LIMIT TREE REMOVAL, PROVIDE PROTECTION TO TREES TO REMAIN, AND PROVIDE REPLACEMENT, AS FOLLOWS:

- A. SHOW ALL TREES OTHER THAN FRUIT TREES THAT ARE GREATER THAN 6 INCHES DBH (HEREIN REFERRED TO AS "PROTECTED TREES");
- B. BUILDING ENVELOPE No. 5 SHALL CONTAIN NO AREA WITHIN FOUR (4) FEET OF THE DRIP LINE OF THE ADJACENT 10" OAK (THE PLANNING COMMISSION AGREED TO HEAR POSSIBLE REVISIONS TO THIS BUILDING ENVELOPE AS A CONSENT ITEM)
- C. ORIGINAL PARKING SPACE No. 1 SHALL REMAIN DELETED AND VERIFICATION SHALL BE PROVIDED THAT PARKING SPACE No. 2 CAN BE CONSTRUCTED WITHOUT A GRADE CHANGE WITHIN TWO (2) FEET OF THE DRIP LINE OF THE ADJACENT 9" OAK AT THE SOUTHEAST CORNER OF REMAINDER LOT A. THIS COMPONENT OF THE GRADING PLAN SHALL BE REVIEWED AND APPROVED BY ENVIRONMENTAL PLANNING. IF PRESERVATION OF THE TREE CANNOT BE REASONABLY ACCOMPLISHED, TWO ADDITIONAL REPLACEMENT OAKS (MINIMUM 24" BOX) SHALL BE PLANTED.

- D. ACCESS TO LOT No. 3 SHALL AVOID THE OAK AT THE SOUTHEAST CORNER OF THE LOT;
- E. REPLACE THE THREE (3) OAKS AND ONE (1) MONTEREY PINE TO BE REMOVED WITH A 50/50 MIXTURE OF MINIMUM FIFTEEN (15) GALLON AND MINIMUM 24" BOX COAST LIVE OAK, PLANTED IN THE INTERIOR OF THE LOTS OUTSIDE OF THE DESIGNATED BUILDING ENVELOPES, AT A RATION OF 2:1. THIS REQUIREMENT IS IN ADDITION TO THE REQUIRED STREET TREES. ALL REPLACEMENT TREES SHALL BE CONSIDERED PROTECTED TREES; AND,
- F. THE GRADING PLAN SHALL SHOW NO CHANGE IN GRADE WITHIN TWO (2) FEET BEYOND THE DRIP LINE OF TREES TO REMAIN. FENCING SHALL BE INSTALLED PRIOR TO THE START OF CLEARING AND GRADING OPERATIONS.

09-Aug-2000 2000-0038446 0221

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 15 day of July, 2000, by and between the County of Santa Cruz, hereinafter called "**COUNTY**" and **ANDREA HEILBRON** hereinafter collectively called "**DEVELOPER**"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as **DOVER ESTATES**, Tract Number 1408, and Assessor's Parcel Number : 025-103-22 called "**PROPERTY**"; and

WHEREAS, DEVELOPER proposes to develop a SEVEN (7) lot subdivision with ZERO remainder lot, and to construct SEVEN (7) residential units, hereinafter called "**PROJECT**", on the above-described **PROPERTY**; and

WHEREAS on 10/28/10, ~~2000~~ the COUNTY by approval of Residential Development Permit No. 97-0915, 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

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

Page 2

A and the COUNTY's Affordable Housing Program, the stricter shall prevail.

1. SATISFACTION OF CONDITIONS. COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the COUNTY's Affordable Housing Program, shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment of DEVELOPER's obligation to provide for the development of affordable housing, and such execution and recordation shall be sufficient in that respect to permit recordation of the subdivision Final Map and issuance of Building Permits subject to the satisfaction of all other applicable conditions of approval and compliance with all provisions of law.
2. RENTAL OR SALE OF AFFORDABLE HOUSING UNIT(S). DEVELOPER agrees that if DEVELOPER offers designated affordable housing unit(s) (hereinafter called "UNIT(S)") for rent pursuant to this Agreement, DEVELOPER shall offer said UNIT(S) for rent in conformance with Exhibit A and to households which are certified by the COUNTY or its designee to be qualified in conformance with the COUNTY's Affordable Housing Program. The sale or conveyance of 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


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

Page 3

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.

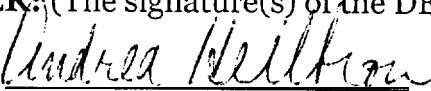
7. **COSTS AND ATTORNEY'S FEES.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such as action from the other party.
8. **AUTHORITY OF SIGNATORIES.** Each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

COUNTY OF SANTA CRUZ:

by: 
Name: Alvin D. James

Title: Planning Director

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

By: 
Name:

Title: Property Owner

By: _____
Name:

Title: Property Owner

By : _____
Name:

Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By: _____
Name: Julianne Ward
Coordinator

Title: County Housing

ATTACHMENTS: 1) Exhibit A: Inclusionary Housing Provisions
2) Exhibit B: Table of In Lieu Fees

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

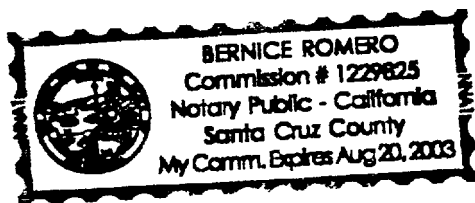
Page 4

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On July 9, 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/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.



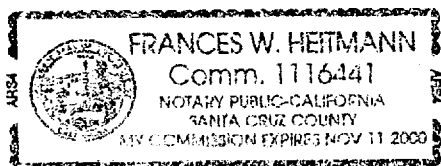
Bernice Romero
Signature of Notary Public

OWNER ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On, 2000/2/25 before me THE UNDERSIGNED,
personally appeared ANDREA HEILBRON,
☒ personally known to me, or ☐ proved to me on the basis of satisfactory evidence, to be
the person(s) whose name is subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity, and that by
his/her/their signature(s) on the instrument the person(s) or the entity(ies) upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:



[Signature]
Signature of Notary Public

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

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EXHIBIT A: INCLUSIONARY HOUSING PROVISIONS

A. CONSTRUCTION OF AFFORDABLE HOUSING

DEVELOPER agrees to restrict the following residential unit(s) to be affordable housing unit(s) pursuant to the COUNTY's Affordable Housing Program in fulfillment of the inclusionary housing requirements for this PROJECT. Prior to issuance of a Building Permits for each of the restricted units, DEVELOPER may purchase an affordable housing credit, if and as such credits are identified pursuant to Section 'B' below, in place of restricting the residential unit pursuant to the COUNTY's Affordable Housing Program:

1. Number of Affordable Housing Units To Be Constructed:

_____ () affordable unit(s) to be provided on-site as follows:
Lot Number(s) / Unit Number(s): _____

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

Project Name:

Tract Number:

Permit Number:

APN(s): N/A

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

2. Size of affordable unit(s): (average number of bedrooms must equal or exceed the average number of bedrooms in the PROJECT's market rate units)

| | <u>No. Units</u> | <u>No. Bedrooms</u> | <u>No. Square Feet</u> |
|--|------------------|---------------------|------------------------|
|--|------------------|---------------------|------------------------|

Moderate Income

Lower Income

Very Low Income

3. Timing of Construction of Affordable Units:

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Timing of construction of the affordable housing unit(s) shall be in accordance with the requirements of County Code Chapter 17.10.

B. TRANSFER OF AFFORDABLE HOUSING CREDITS

DEVELOPER certifies that the PROJECT includes the development of residential units; and certifies that if the PROJECT includes a subdivision, more than one third (1/3) of the lots shall be either retained by the subdivider or sold to one individual for the construction of housing units. Based on this certification, DEVELOPER may transfer affordable housing credit(s) as indicated below to meet the inclusionary housing obligation of the PROJECT in place of the construction of affordable residential units pursuant to Section 'A' above. DEVELOPER agrees that if affordable housing credits are transferred to meet the affordable housing obligations of the PROJECT, and that subsequently less than one third of the lots are retained by the DEVELOPER or are sold to one individual for the construction of housing units, the cost paid for the credit(s) shall be treated as a payment towards the payment of the lot in lieu fee obligation as defined in Section 'C' below for those lots restricted for affordable units under Section 'A' above.

1. Transfer of Credits:

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

Project Names:

Tract Number:

Applicant Name:

APN(s):

Participation Agreements recorded on:

2. Timing of Credit Transfer:

DEVELOPER agrees to transfer an affordable housing credit to the PROJECT prior to issuance of a Building Permit for each unit restricted pursuant to Section 'A' above for development as an affordable unit. If there are no credits available for purchase at the time the transfer is required to be completed, DEVELOPER may not exercise this option, and shall instead construct the affordable housing unit(s) as restricted pursuant to Section 'A' above and the COUNTY'S Affordable Housing Program.

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C. 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 Seven (7) parcel subdivision and that One (1) affordable unit(s) is required under Section 17.10.030(b). Instead of providing the required affordable unit(s), Developer wishes to provide Zero lo) 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:

1. 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.
2. 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.
3. 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

**CERTIFICATION AND PARTICIPATION AGREEMENT
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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. 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.
5. 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.
6. 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.
7. 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.

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Verified by Dee King 7-26-00

0229

Exhibit B

In Lieu Fee Schedule pursuant to Section 17.10.034 of the Santa Cruz County Code

| Average Home Price | | Average Lot Price | | In Lieu Fee |
|--------------------|--------------|-------------------|------------------|-------------|
| From | To Less Than | From | To Less Than | |
| | \$262, 500 | | \$105,000 | \$100, 000 |
| \$262, 500 | \$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 |