



County of Santa Cruz

0309

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 454-2160 FAX (831) 4543385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: APRIL 24, 2001

April 17, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1423, SANTOS SUBDIVISION, APN 26-63 1-1 8
ADELAIDA AND MARIANA COURTS AT JOSE AVENUE

Members of the Board:

Submitted herewith is the final map for Tract 1423, Santos Subdivision, containing eleven 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

Certificate of Deposit from Coast Commercial Bank dated April 11, 2001, in the total amount of \$503,700 and cash for the following items:

Faithful Performance Security	\$ 328,000
Labor & Materials Security	\$ 164,000
Inspection Security	\$ 5,000 (cash)
Guarantee, Warranty & Maintenance	\$ 164,000 (to be retained from Faithful Performance)
Monumentation	\$ 4,200
Taxes	\$ 7,500

The Guarantee, Warranty, and Maintenance amount of \$164,000 is not included in the total \$508,700, submitted in accordance with the Subdivision Agreement.

The Affordable Housing requirement for this project has been met.

The Planning Department has advised us on April 16, 2001, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$5,000 for Construction Inspection.

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

1. Approve the final map of Tract 1423, Santos Subdivision.
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 of Supervisors to execute the certificates of the Board of Supervisors and the Clerk of the Board of Supervisors and submit the final map to the Public Works Department for recording with the County Recorder.

Yours truly,

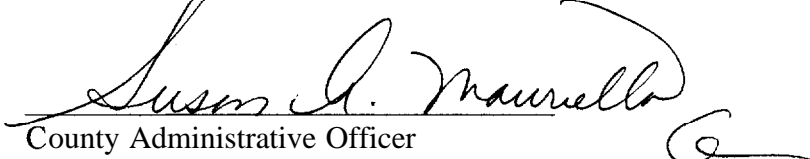


THOMAS L. BOLICH
Director of Public Works

GG:mg

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

copy to: Planning Department
Hamilton Swift LUDC
Ifland Engineers
Public Works

SUBDIVISION AGREEMENT
(Partial Release Tract)

0311

THIS AGREEMENT, by and between Yach + Harbor Oaks L.T.O.
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 1423, SANTOS SUBDIVISION 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 \$328,000 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 \$164,000, 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 tiled against the project.
- C. Inspection Security in the amount of \$5,000 cash deposit
- D. Tax Security \$7.500
- E. Monumentation Security in the amount of \$4,200

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 \$164,000 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 14.0151 l(b) (3) of the Santa Cruz County Code and Section 66499,3(c) of the Government Code. The Guarantee Warranty & Maintenance Security shall be released twelve months after the completion of the work and provided that the workmanship is approved.

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

- a. Water Purveyor CITY OF SANTA CRUZ WATER DEPARTMENT

 Name of Agency
 _____ Security held by County: _____
~~Security is held by agency.~~

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

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

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

- ___ 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. 0315

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. 1423. SANTOS SUBDIVISION

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 _____, 2001.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: William Brooks
Subdivider Yacht Harbor Oaks L.P.

Address:

700 River Street
Santa Cruz Calif

Phone: 831/459-6060

APPROVED AS TO FORM:

DMRae 4-12-01
Chief Assistant County Counsel

STATE OF CALIFORNIA
COUNTY OF

Santa Cruz

} S.S.

0316

On April 11, 2001 before me,

the undersigned

a Notary Public in and for said County and State, personally appeared

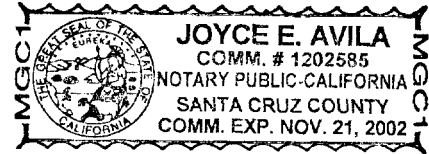
William Brooks

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

WITNESS my hand and official seal.

Signature

Joyce E. Avila



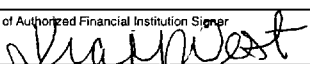
(This area for official notarial seal)

CONFIRMATION OF TIME DEPOSIT

Financial Institution: Coast Commercial Bank, Main Office
720 Front Street, Santa Cruz, CA 95060

6009171

0317

Account Name: YACHT HARBOR OAKS FBO COUNTY OF SANTA CRUZ		SSN/TIN: 77-0558700		
Account Number 6009171	Issue Date April 11, 2001	Deposit Amount \$503,700.00	Term 90 Days	Maturity Date July 10, 2001
<p>Rate Information: This Account is an interest bearing account. The interest rate paid on the entire balance in the account will be 3.90% with an annual percentage yield of 3.97%.</p> <p>The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until July 10, 2001. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.</p> <p>Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.</p> <p>Limitations: You must deposit \$2,500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.</p> <p>Time Account Information: Your account will mature on July 10, 2001. If you withdraw any of the principal before the maturity date, we may impose a penalty of the following: Deposits with an original maturity of 30 days to one year will forfeit an amount equal to 30 days interest at the rate being paid on the date of withdrawal. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty.</p>				
NON TRANSFERABLE - NON NEGOTIABLE		Member FDIC	Signature and Title of Authorized Financial Institution Signer 	

TIME DEPOSIT AGREEMENT - BUSINESS CERTIFICATES (90-119 DAYS)

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if me interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Surrender of Instrument. We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

Death of Account Holder. Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Pledge. You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.

Concentra(m) Account Opening, Ver. 8 11 12 01 (c) Concentra Incorporated 1998-2001 All Rights Reserved CA - CA - 1/91

TO:

YACHT HARBOR OAKS FBO COUNTY OF SANTA CRUZ
700 RIVER ST
SANTA CRUZ, CA 95060-2748

DATE: April 11, 2001

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CONFIRMATION OF TIME DEPOSIT

Financial Institution: Coast Commercial Bank, Main Office
720 Front Street, Santa Cruz, CA 95060

6009176

0318

Account Name: YACHT HARBOR OAKS FBO COUNTY OF SANTA CRUZ		SSN/TIN: 77-0558700		
Account Number 6009178	Issue Date April 11, 2001	Deposit Amount \$28,000.00	Term 90 Days	Maturity Date July 10, 2001
<p>Rate Information: This Account is an interest bearing account. The interest rate paid on the entire balance in the account will be 3.85% with an annual percentage yield of 3.93%.</p> <p>The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until July 10, 2001. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.</p> <p>Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.</p> <p>Limitations: You must deposit \$2,500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.</p> <p>Time Account Information: Your account will mature on July 10, 2001. If you withdraw any of the principal before the maturity date, we may impose a penalty of the following: Deposits with an original maturity of 30 days to one year will forfeit an amount equal to 30 days interest at the rate being paid on the date of withdrawal. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty.</p>				
NON TRANSFERABLE - NON NEGOTIABLE		Member FDIC	Signature and Title of Authorized Financial Institution Signor <i>[Signature]</i>	

TIME DEPOSIT AGREEMENT - PERSONAL CERTIFICATES (90-119 DAYS)

We appreciate your decision to open a time deposit account with us. This **Agreement** sets forth certain conditions, rates, and rules that are **specific** to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the **Deposit Amount** indicated and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account holder(s), the word "Account" means this **Time Deposit Account** and the word "Agreement" means this **Time Deposit Agreement**, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for **noncash** items such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of **6 e** date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is **the** annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"). and is based **upon** the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described **above**, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for an identical period of **time** as the **original** deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until **the** Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early **withdrawal** and, if granted, **the** penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within **six (6)** days after the date of deposit, the Minimum Required **penalty** is **seven (7) days'** simple interest on the withdrawn funds. If partial early **withdrawal(s)** are **permitted**, we are required to impose the **Minimum Required Penalty** on the amount(s) withdrawn within **six (6) days** after each partial withdrawal. The **early withdrawal** penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting **part** of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may **exercise** our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice for any liability or debt of any of you, whether **joint** or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of **setoff** against any and **all** Accounts of each Account Holder.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Surrender of Instrument. We may require **you** to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, **you** agree to **sign** any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our **honoring** your withdrawal or request.

Death of Account Holder. Each Account Holder agrees to **notify** us **immediately** upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required **documentation** and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Pledge. You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.

u(m) Account Opening, Ver 8 11 12 01 (c) Concentrix Incorporated 1998, 2001 All Rights Reserved CA - CA - L761

YACHTHARBOROAKSFBOCOUNTYOF SANTACRUZ
700 RIVER ST
SANTA CRUZ, CA 95060-2748

TO:

DATE: April 11, 2001

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CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 2

Guidelines; and with any other regulations and resolutions issued pursuant thereto, all of which are necessary to maintain the affordability of the designated affordable lot(s) and/or housing unit(s) upon sale or resale thereof. In the case of any conflict between the provisions of Exhibit A and the COUNTY's Affordable Housing Program, the stricter shall prevail.

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

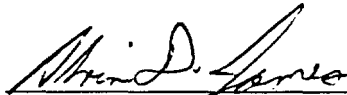
CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 3

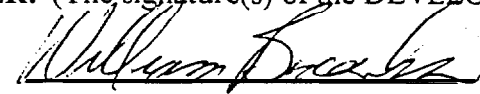
condition of this Agreement or of any statute, ordinance or applicable requirement shall not be deemed to be a waiver of such term, covenant, condition, statute, ordinance or applicable requirement or of any subsequent breach or violation of the same or of any other term, covenant, condition, statute, ordinance or applicable requirement.

7. **COSTS AND ATTORNEY'S FEES.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.
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.

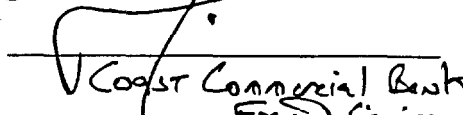
COUNTY OF SANTA CRUZ:

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

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

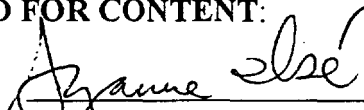
By:  Title: Property Owner

By:  Title: Property Owner

By:  Title: Trustee for Deed of Trust
FRED CAROCCA

By: _____ Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By:  Title: Housing Coordinator
Name: Suzanne Isé

- ATTACHMENTS:
- 1) Exhibit A: Inclusionary Housing Provisions
 - 2) Approved Tentative map (8.5" x 11") with affordable lots indicated (to be provided by **OWNER**)
 - 4) Exhibit B: Table of In Lieu Fees

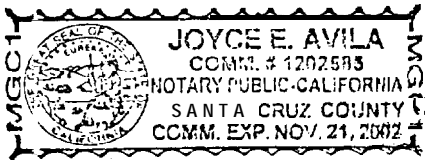
COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

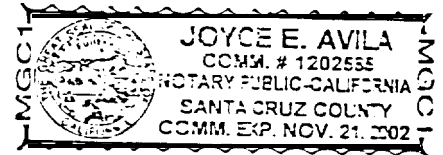
On April 3, 2001, before me Joyce E Avila
personally appeared William Brook

☒ 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.



Joyce E Avila
Signature of Notary Public

OWNER ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 200__, before me _____
personally appeared _____

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

WITNESS my hand and official seal:

Signature of Notary Public

Exhibit A**INCLUSIONARY HOUSING PROVISIONS****A. CONSTRUCTION OF AFFORDABLE HOUSING**

DEVELOPER agrees to construct the following affordable housing unit(s) in fulfillment of the inclusionary housing requirements for the PROJECT pursuant to the COUNTY's Affordable Housing Program:

1. Number of Affordable Housing Units To Be Constructed:

Two (2) affordable unit(s) shall be provided on-site as follows:

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

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

Project Name:

Tract Number:

Permit Number:

APN(s):

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

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

	<u>No. Units</u>	<u>No. Bedrooms</u>	<u>No. Square Feet</u>
Moderate Income	1	3	1550
	1	4	1550

Lower Income

Very Low Income

3. Timing of Construction of Affordable Units:

Concurrent with market rate units, to begin in June 2001.

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, COUNTY shall allow DEVELOPER to transfer affordable housing credits as indicated below to meet the inclusionary housing obligation of the PROJECT. DEVELOPER agrees that if less than one **third of the** lots are retained by the DEVELOPER or are sold to one individual for the construction of housing units, DEVELOPER shall enter into an amended Certification and Participation Agreement to meet the inclusionary housing requirement pursuant to the provisions of the COUNTY's Affordable Housing Program.

1. Transfer of Credits:

() affordable unit(s) shall be provided through transfer of affordable housing credit(s) from the following project:

Project Name:

Tract Number:

Applicant Name:

APN(s):

Participation Agreement recorded on:

2. Timing of Credit Transfer:

DEVELOPER agrees to transfer the affordable housing credit(s) to the PROJECT either prior to or progressively with the construction of the market rate units in the PROJECT, in the same ratio as the affordable unit requirement which is applicable to the PROJECT. If there are no credits available for purchase at the time the transfer is required to be completed, DEVELOPER shall be required to otherwise provide the affordable housing unit(s) pursuant to the COUNTY's Affordable Housing Program, and DEVELOPER agree to enter into an amended Certification and Participation Agreement setting forth how the inclusionary housing requirement will be met.

C. DEDICATION OF SUBDIVISION LOTS

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

1. Dedication of Affordable Residential Lots:

DEVELOPER agrees to dedicate the following lot(s) to the County of Santa Cruz at the time of recording the subdivision Final Map:

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

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

2. Payment of In-Lieu Fees:

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

 lot(s) in the subdivision are designated as affordable lots for the calculation of in-lieu fees as follows:

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

DEVELOPER agrees to pay an in lieu fee for each of these lots as follows: (select one)

- a) A fee equal to the price of the first market-rate unit sold; DEVELOPER agrees to notify the COUNTY 30 days prior to the close of escrow on the first lot sold and to pay the in lieu fee from escrow with the proceeds of the sale.
- b) A fee equal to the appraised value of the affordable lot with completed site and frontage improvements; DEVELOPER agrees to notify the COUNTY within 5 working days of the completion of site and frontage improvements and to pay the in lieu fee within 15 days of completion of improvements.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

} ss.

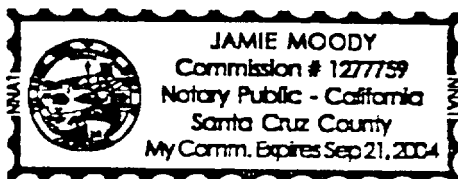
On April 10, 2001, before me, Jamie Moody, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Fred Caiocca

Name(s) of Signer(s)



☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(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.

Place Notary Seal Above

Jamie Moody
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and attachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Certification & Participation AgreementDocument Date: April 10, 2001 Number of Pages: 7Signer(s) Other Than Named Above: James Trinas / William Brooks**Capacity(ies) Claimed by Signer**Signer's Name: Fred Caiocca☐ Individual☒ Corporate Officer — Title(s): Vice PresidentCI Partner — ☐ Limited ☐ General

CI Attorney in Fact

☐ Trustee☐ Guardian or Conservator

CI Other: _____

Signer Is Representing: Coast Commercial Bank

RIGHT THUMBPRINT
 OF SIGNER
 Too of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

} ss.

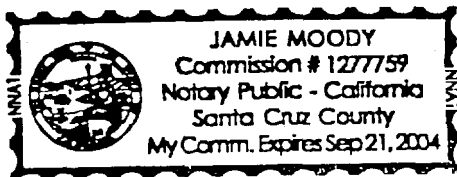
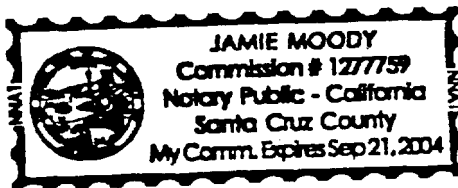
On April 10, 2001, before me, Jamie Moody, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James L. Thomas

Name(s) of Signer(s)



Place Notary Seal Above

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(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.

Jamie Moody
 Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove *valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Certification & Participation AgreementDocument Date: April 10, 2001 Number of Pages: 7Signer(s) Other Than Named Above: William Brooks / Fred Caiocca

Capacity(ies) Claimed by Signer

S i g n e r s N a m e :

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Statement of Owner

We hereby certify that we are the owners of the real property included within the subdivision shown on this map and that we are the only persons necessary to sign said map pursuant to provision of Section 66445(b) of the government code of the State of California, and we consent to the making of said map and said subdivision as shown within the distinct border lines and we hereby offer for dedication "Parcel A", "Jose Avenue", "Adelaida Court", "Mariana Court", and those strips labeled "6' P.U.E." for public utilities purposes including, but not limited to, Pacific Bell Corporation. We offer for dedication to the Santa Cruz County Sanitation District "Parcel A", "Jose Avenue", "Adelaida Court", and "Mariana Court" for sanitary sewer purposes. We hereby irrevocably offer for dedication the lands shown hereon as "Parcel A", "Jose Avenue", "Adelaida Court", and "Mariana Court" to the County of Santa Cruz for road purposes. We hereby offer to the County of Santa Cruz the "1' non-access strip", shown along the northerly boundary of lots 13, 14, 15, and 16.

YACHT HARBOR OAKS, L.P.

Brook3 Properties, LLC.
General Partner

Clearwater Construction, Inc.
General Partner

William Brooks
William Brooks, Member

Jim Thomas
Jim Thomas, President

COAST COMMERCIAL BANK

The undersigned as beneficiary under the Deed of Trust recorded in Document No. 2000-0060059 of Official Records of Santa Cruz County does hereby join in and consent to the execution of the above owner's statement

State of California
County of Santa Cruz

On this 28 day of March, 2001, before me, the undersigned, a notary public in and for said county and state, personally appeared William Brooks and Jim Thomas

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.

(Notary Seals are not required on final maps per 66436 (c) of the Subdivision Map Act)

Notary Public's Signature: Joyce E. Avila

Notary Public's Name: Joyce E. Avila

Commission Expires: 11-21-02

Principal Place of Business is Santa Cruz County

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 2000-2001, and that said land is not, nor is any part thereof, subject to any special assessment which has not been paid in full and that this certificate does not include any assessment of any assessment district, the bonds of which have not yet become a lien against said land or any part thereof.

Dated: _____

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

By: _____
Deputy

Board of Supervisors Certificate

It is hereby ordered that Tract 1423, Santos Subdivision, be, and the same is hereby approved, and that "Parcel A" is accepted for road and sanitary sewer purposes, that "Jose Avenue", "Adelaida Court", and "Mariana Court" are rejected for road and sanitary sewer purposes and that "Parcel A", "Jose Avenue", "Adelaida Court", "Mariana Court", and those strips labeled "6' P.U.E." are accepted for public utilities purposes including, but not limited to, Pacific Bell Corporation.

I certify that the foregoing was adopted by the Board of Supervisors of the County of Santa Cruz at a meeting held on the _____ day of _____, 2001.

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

By: _____
Deputy Clerk

Date: _____

Certificate of Clerk of Board

The Clerk of the Board of Supervisors of the County of Santa Cruz does hereby certify that all certificates and securities required under the provisions of Sections 66492 and 66493 of the government code have been duly filed and deposits have been duly made. Pursuant to the authority delegated to me by said Board, I hereby approve said certificates and securities on behalf of the County of Santa Cruz.

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____



State of California
County of Santa Cruz

On this 28 day of March, 2001, before me, the undersigned, a notary public in and for said county and state, personally appeared Fred Ciaicco

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.

(Notary Seals are not required on final maps per 66436 (c) of the Subdivision Map Act)

Notary Public's Signature: Jamie Moody

Notary Public's Name: Jamie Moody

Commission Expires: September 21, 2004

Principal Place of Business is Santa Cruz County

Statement of Surveyor

This map was made by me or under my direction and is based upon a field survey performed in August, 2000. The survey is true and complete as shown. All monuments are of the character, and occupy the positions indicated, or will be set in those positions on or before December 31, 2002. The monuments are, or will be, sufficient to enable the survey to be retraced.

Gary R. Iland 3/27/01
Gary R. Iland, LS 7367

**Statement of County Surveyor**

I hereby certify that I have examined this Final Map, that all applicable provisions of the Subdivision Act, (Sections 66410 ET SEQ of the government code of the State of California, and the County of Santa Cruz Subdivision Ordinance have been complied with, and that I am satisfied that this map is technically correct and conforms with the action on the Tentative Map thereof taken by the Planning Commission of the County of Santa Cruz on March 22, 2000

Dated: _____

County Surveyor
of the County of Santa Cruz
State of California

Certificate of Recorder

Serial Number: _____

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

Dated: _____

Signed: _____
County Recorder

TRACT NUMBER 1423

Santos Subdivision

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO YACHT HARBOR OAKS, L.P. BY DEED RECORDED IN DOCUMENT NO. 2000-0060059 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

APRIL, 2001 APN 026-641-04 SCALE: N/A

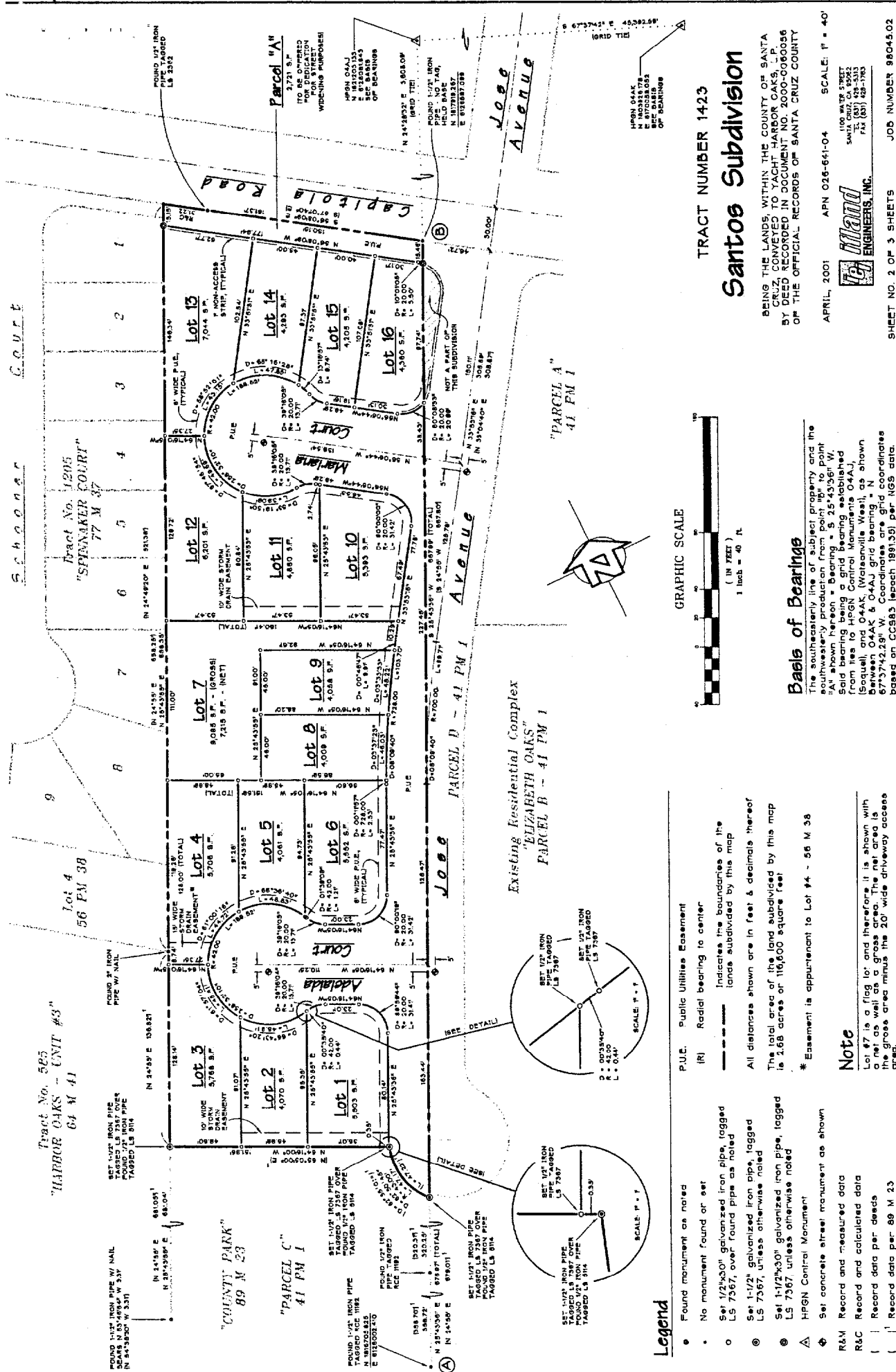


1100 WATER STREET
SANTA CRUZ, CA 95062
TEL (831) 426-5313
FAX (831) 426-1783

SHEET NO. 1 OF 3 SHEETS

JOB NUMBER 88043.02

0328



Note

Lot #7 is a flag lot and therefore it is shown with a net as well as a gross area. The net area is the gross area minus the 20' wide driveway access road.

Basis of Bearings

The southeasterly line of subject property and the southeasterly-westernity production from point 16¹/₂' to point 17¹/₂' "A" shown hereon = bearing - S 25°45'56" W.

Said bearing being a grid bearing established between said line to HGN Control Monument 04A.]

(See also the survey of the Waterbury West), as shown between O4AK & O4AJ grid bearing = N 89°57'37"42.29" W. Coordinates are grid coordinates on CGRS 83 leach 091(35) per NGSData.

TRACT NUMBER 1423

Santos Subdivision

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO YACHT HARBOR OAKS, L.P. BY DEED RECORDED IN DOCUMENT NO. 2000-0060056 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

APR 11 2001
APN 026-641-04
SCALE: 1" = 40'

Irland
ENGINEERS, INC.

SHEET NO 2 OF 3 SHEETS

JOB NUMBER 9804502

Legend

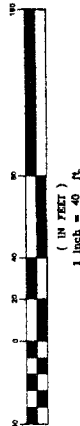
- | • | Found monument as noted | P.U.C. | Public Utilities Easement |
|---|---|--------|--|
| • | No monument found or set | (R) | Radial bearing to center |
| ○ | Set 1/2"x30" galvanized iron pipe, tagged LS 7367, over found pipe as noted | ----- | Indicates the boundaries of the lands subdivided by this map |
| ◎ | Set 1-1/2" galvanized iron pipe, tagged LS 7367, unless otherwise noted | | All distances shown are in feet & decimals thereof |
| ⊙ | Set 1-1/2"x30" galvanized iron pipe, tagged LS 7367, unless otherwise noted | | The total area of the land subdivided by this map is 2.68 acres or 116,960 square feet |

* **Erment is adjacent to Lot 4 - 56 M 38**

Note

Lot #7 is a flag lot and therefore it is shown with a net as well as a gross area. The net area is the gross area minus the 20' wide driveway access road.

GRAPHIC SCALE

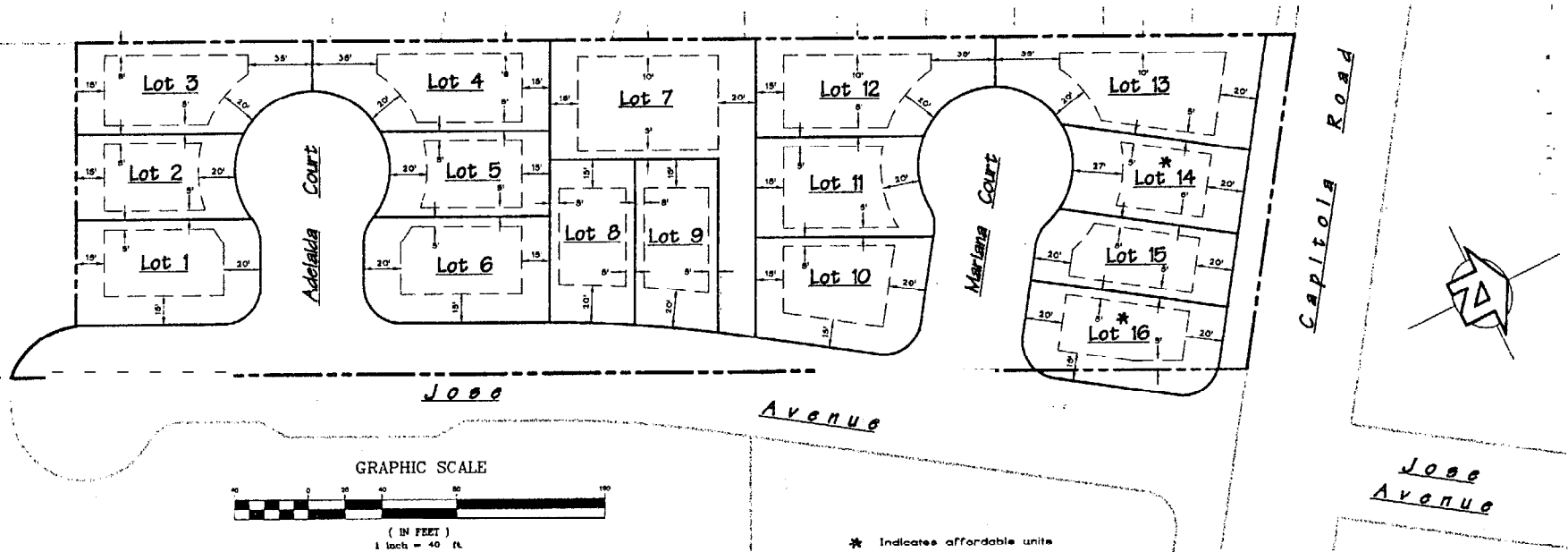


The southeasterly line of subject property and the southeasterly-westernity production from point 16¹/₂' to point 17¹/₂' "A" shown hereon = bearing - S 25°45'56" W.

Said bearing being a grid bearing established between said line to HGN Control Monument 04A.]

(See also the survey of the Waterbury West), as shown between O4AK & O4AJ grid bearing = N 89°57'37"42.29" W. Coordinates are grid coordinates on CGRS 83 leach 091(35) per NGSData.

44



Non-Title Notes

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

1. Lots shall be connected for water service to City of 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 design and architectural guidelines as stated or depicted in Exhibit "D" and shall also meet the following additional conditions:
 - a) No changes in the placement of windows that face directly towards existing residential development as shown on the architectural plans, shall be permitted without review and approval by the Planning Commission.
 - b) Exterior finishes shall incorporate wood siding, including horizontal wood siding, board and batten siding, wood shingles and/or stucco. T-1-11 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 RP-4 zone district. No residence on a lot larger than 5,000 square feet shall exceed a 30% lot coverage or a 50% floor area ratio, and no residence on a lot smaller than 5,000 square feet shall exceed a 40% lot coverage or a 50% floor area ratio, or other standard as may be established for the zone district.
4. 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 minimal water once established (drought tolerant). Native plants are encouraged. Up to 20 percent of the plant materials in non-turf areas (equivalent to 15 percent of the total landscaped area), need not be drought tolerant, provided they are grouped together and can be irrigated separately.
 - c) Soil Conditioning. In new planting areas, soil shall be tilled to a depth of 6 inches and amended with six cubic yards of organic material per 1,000 square feet to promote infiltration and water retention. After planting, a minimum of 2 inches of mulch shall be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.
 - d) Irrigation Management. All required landscaping shall be provided with an adequate, permanent and nearby source of water which shall be applied by an installed irrigation, or where feasible, a drip irrigation system. Irrigation systems shall be designed to avoid runoff, overspray, low head drainage, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways or structures.

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

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

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

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

a) All planting shall conform to the landscape plan shown as part of Exhibit "A". The following specific landscape requirements apply:

i. Sixteen, minimum 24-inch box size and twenty-eight minimum 15-gallon size street trees of a species selected from the County Urban Forestry Master Plan shall be planted: eight 24-inch box size and fifteen, 15-gallon size within the required landscape strip; three 24-inch box size and six, 15-gallon size within Lot 7; and five 24-inch box size and six, 15-gallon size on Lots 1, 2, 3, 4, 12, 13, and 15. In addition seven, minimum 24-inch box size trees, of a species to be determined by the Redevelopment Agency, shall be installed along the Capitola Road Frontage. No broadleaf trees shall be installed adjacent to the required sound wall. 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, John Craycroft, dated 3/7/00.

ii. Street trees shall be installed according to provisions of the County Design Criteria.

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. Three (3), 16-gallon and three (3) five-gallon native trees, replacements for the three mature trees proposed to be removed, shall be installed in Jose Avenue Park in a location approved by the Redevelopment Agency. If the Redevelopment Agency does not approve a location in the park, the trees shall be located within the subdivision. In that case, to ensure the long term survival of the replacement trees, deed restrictions specifying maintenance and compatible landscaping shall be placed on the lots with the replacement trees.

v. Additional low, drought tolerant, fast-growing shrubs shall be installed between the sidewalk and the sound wall on Capitola Road and Jose Avenue.

5. All future development on the lots shall comply with the requirements of the geotechnical report prepared by Haro, Kosovich and Associates, dated February 8, 1999 and the addendum dated May 4, 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 available developer fees and other requirements lawfully imposed by the school district in which the project is located.

7. Any changes between the approved Tentative Map, including, but not limited to the attached Exhibits for preliminary grading, drainage, erosion control, architectural, and landscaping plans, and the final map and final plans must be submitted for review and approval by the decision-making body. Such proposed changes will be included in a report to the decision-making body to consider if they are sufficiently material to warrant consideration at a public hearing noticed in accordance with Section 18.10.223 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 on a separate sheet and highlighted in yellow on any set of plans submitted to the County for review.

8. All construction on Lots 13, 14, 15, and 16 must incorporate the recommendations of the Noise Study prepared by Environmental Consulting Services, dated February 9, 2000. A copy of that study shall be affixed to the plans submitted for a building permit on these lots. The sound wall and additional fencing described in that report shall also be installed. The sound wall shall be painted with reflective paint.

(Non-Title Information)

TRACT NUMBER 1423

Santos Subdivision

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO YACHT HARBOR OAKS, L.P. BY DEED RECORDED IN DOCUMENT NO. 2000-0060056 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

APRIL, 2001

APN 026-641-04

SCALE: 1" = 40'



1100 WATER STREET
SANTA CRUZ, CA 95062
TEL (831) 428-5311
FAX (831) 428-1763

SHEET NO. 3 OF 3 SHEETS

JOB NUMBER 98045.02

0330