

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: APRIL 24, 2001

April 12, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1427, THE GROVE, MURIEL DRIVE
ASSESSOR'S PARCEL NUMBER 29-051-03, -13,

Members of the Board:

Submitted herewith is the final map for Tract 1427, The Grove, containing six sheets. This map has been duly checked and processed by Public Works and is now submitted for your consideration.

The following items are being submitted with the map:

Subdivision Agreement

Irrevocable Letter of Credit from U.S. Bank dated March 14, 2001, in the total amount of \$1,627,350.00, a tax bond, acceptable to the Auditor/Tax Collector from American Contractors Indemnity Company dated January 18, 2001, in the amount of \$37,000, and cash for the following items:

Faithful Performance Security	\$1,082,000.00
Labor and Materials Security	\$ 541,000.00
Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance)	\$ 541,000.00
Inspection	\$ 5,000.00 (cash)
Monumentation	\$ 4,350.00
Taxes	\$ 37,000.00

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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The Guarantee, Warranty, and Maintenance amount of \$541,000.00 is not included in the total \$1,669,350.00, submitted in accordance with the Subdivision Agreement.

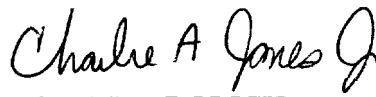
The affordable housing requirement for this project has been met (a copy of the Affordable Housing Agreement is attached).

The Planning Department advised us on March 22, 2001, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$5,000.00 for Construction Inspection.

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

1. Approve the final map of Tract 1427, The Grove.
2. Authorize the Director of Public Works to sign the Subdivision Agreement on behalf of the County.
3. Direct the Clerk of the Board to file the executed Subdivision Agreement and securities, execute the certificates of the Board of Supervisors and the Clerk of the Board of Supervisors, and submit the final map to the Public Works Department for recording with the County Recorder.

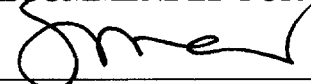
Yours truly,


For THOMAS L. BOLICH
Director of Public Works

GG:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Planning Department
Bolton Hill Company
Ruggeri, Jensen, Azar and Associates

SUBDIVISION AGREEMENT

0373

(Partial Release Tract) .

THIS AGREEMENT, by and between Northbrook Grove L.P., 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 1427, The Grove, SUBDIVIDER has previously filed with the Santa Cruz County Planning Director a tentative map of said subdivision, which said tentative map was duly approved; and

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

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

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

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

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

1. CONSTRUCTION OF IMPROVEMENTS: SUBDIVIDER shall do all necessary work and construct the improvements described hereinabove, and complete such work and improvements in accordance with the provisions of the conditions of the tentative map approval, which are incorporated herein by reference. If the approved tentative map is amended, the SUBDIVIDER shall apply for and obtain an amendment to this agreement as necessary. All the improvements described above shall be completed on or before two years from the date of the execution of this agreement pursuant to Sections 14.01.10 1, 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 \$1,082,000.00 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 \$ 541,000.00, 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 \$5,000.00 cash.
- D. Tax Security \$37,000.00.
- E. Monumentation Security in the amount of \$4,350.00.

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 \$541,000.00, 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 14.0151 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 _____
 _____ Name of Agency
 _____ Security held by County: \$ _____
☒ Security is held by agency.

0376

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. 1427, The Grove.

8. BINDING ON SUCCESSORS AND ASSIGNS: This agreement shall be binding upon the successors and assigns of each of the parties. SUBDIVIDER shall inform potential buyers of parcels of land created by the underlying subdivision of the obligations on successors and assigns created by this paragraph. SUBDIVIDER shall provide copies of this executed agreement to those potential buyers. SUBDIVIDER is advised that the sale of all or part of the lands of the underlying subdivision does not automatically transfer from the SUBDIVIDER of the land the security obligations of this agreement. Those security obligations attach to SUBDIVIDER until all obligations of SUBDIVIDER under this agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the County.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties
hereto on _____, 20__.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: _____
Subdivider

Address:

4456 Black Ave. #200

Pleasanton, CA 94566

Phone: (925) 417-8750

APPROVED AS TO FORM:

DM Rae 3-23-01
Chief Assistant County Counsel

SUBAGR3 .DOC/1427MA

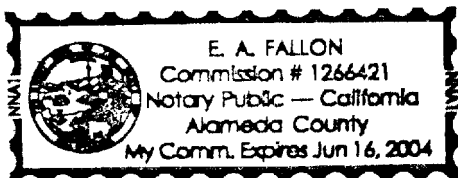
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda } ss.On March 28, 2001
Datebefore me, E. A. FALLON, NOTARY PUBLIC
Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared GARY D BROOKS
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

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 DocumentTitle or Type of Document: Subdivision AgreementDocument Date: 3-28-01Number of Pages: 6Signer(s) Other Than Named Above: NONE**Capacity(ies) Claimed by Signer**Signer's Name: RR GARY D☒ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here



U.S. Bank National Association
Standby Letters of Credit
601 Second Avenue South MPFP2222
Minneapolis, Minnesota 55402-4302

0380

SWIFT: USBKUS44
TELEX: 192179 USB INTL MPS
Phone: 612-973-0736
612-973-0710
Fax : 612-973-0838

MARCH 14, 2001

LETTER OF CREDIT NUMBER: SLCMMSP01428


EXPIRATION DATE: MARCH 5, 2002

DOLLAR AMOUNT: USD 1,627,350.00

APPLICANT: HOUSING CAPITAL COMPANY AND
NORTHBROOK GROVE LP,
A CALIFORNIA LIMITED PARTNERSHIP
4456 BLACK AVENUE, SUITE 200
PLEASANTON, CALIFORNIA 94566

BENEFICIARY: DIRECTOR OF PUBLIC WORKS
COUNTY OF SANTA CRUZ
701 OCEAN STREET
SANTA CRUZ, CA 95060-4070

U.S. BANK NATIONAL ASSOCIATION


AUTHORIZED SIGNATURE

ORIGINAL SENT TO:
NORTHBROOK GROVE, LP,
A CALIFORNIA LIMITED PARTNERSHIP
4456 BLACK AVENUE, SUITE 200
PLEASANTON, CALIFORNIA 94566

50



U.S. Bank National Association
 Standby Letters of Credit
 601 Second Avenue South MPFP2222
 Minneapolis, Minnesota 55402-4302

SWIFT: USBKUS44
 TELEX: 192179 USB INTL MPS
 Phone: 612-973-0736
 6 12-973-07 10
 Fax : 6 12-973-0838

March 14, 2001

Director of Public Works
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060-4070

Re: Our Irrevocable Letter of Credit No. SLCMMSP01428
 Amount: \$1,627,350 U.S. Funds

Ladies and Gentlemen:

We hereby establish, at the request and for the account of Housing Capital Company, a Minnesota partnership, and NORTHBROOK GROVE LP, a California limited partnership, in your favor, in connection with the Subdivision Agreement (the "Agreement") between you and NORTHBROOK GROVE LP, a California limited partnership, our Irrevocable Letter of Credit, numbered as indicated above, in the amount of and not to exceed One Million Six Hundred Twenty Seven Thousand Three Hundred Fifty Dollars (\$1,627,350.00) U.S. Funds (the "Stated Amount"), available to you by your sight drafts or drafts drawn upon us for said amount or less, effective immediately, subject to the following conditions:

(1) Each draft drawn under this Letter of Credit must:

(a) be signed on your behalf in the form of Exhibit A hereto, appropriately completed; and

(b) be accompanied by a certificate signed on your behalf in the form of Exhibit B, appropriately completed.

(2) Demand for payment may be made by you under this Letter of Credit by delivery of draft(s) and certificate(s) complying with paragraph (1) hereof at any time during our business hours at our office located at First Bank Place, 601 Second Avenue South, 22nd Floor, Minneapolis, Minnesota 55402-4302 (Attention: IBD Standby Letters of Credit) on a Banking Day (as hereinafter defined). "Banking Day" means any day other than Saturday, Sunday, or a day on which banking institutions in Minnesota are required or authorized by law to close.

(3) We hereby agree with the drawer that draft(s) and certificate(s) complying with paragraph (1) hereof will be duly honored upon presentation if presented to us at the address and in the manner specified under paragraph (2) hereof on or before the expiry date set forth in paragraph (5) hereof. Payments made under this Letter of Credit shall be made in immediately available funds by Federal Reserve wire transfer or (at your option) in immediately available funds credited to an account designated by you which is maintained by you with us.

Continued on Page Two



U.S. Bank National Association
Standby Letters of Credit
601 Second Avenue South MPFP2222
Minneapolis, Minnesota 55402-4302

SWIFT: USBKUS44
TELEX: 192179 USB INTL MPS
Phone: 612-973-0736
612-973-0710
Fax : 612-973-0838

Letter of Credit No. SLCMMSP01428
Dated March 14, 2001
Page Two

(4) Each drawing hereunder shall reduce by the amount of the drawing the Stated Amount available under this Letter of Credit. In addition, the Stated Amount available under this Letter of Credit shall be reduced by the amount specified in a certificate received by us in the form of Exhibit D hereto (the "Reduction Certificate") appropriately completed and duly signed on your behalf.

(5) This Letter of Credit shall expire on the earliest of the following dates:

(a) March 5, 2002; provided, however, this Letter of Credit shall be automatically renewed without amendment for one (1) additional one-year term unless we have provided you with thirty (30) days prior written notice of our intent not to renew; or


(b) the date on which we receive your written certificate in the form of Exhibit C hereto appropriately completed, together with the original of this Letter of Credit.

(6) Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits", 1993 Revision, International Chamber of Commerce Publication No. 500, or any subsequent revision (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Minnesota and, as to matters not governed by the Uniform Customs, shall be governed by and construed in accordance with the laws of such state.

(7) This Letter of Credit is irrevocable.

(8) This Letter of Credit sets forth in full the terms of our undertaking. Reference in this Letter of Credit to other documents or instruments is for identification purposes only and such reference shall not modify or affect the terms hereof or cause such documents or instruments to be deemed incorporated herein.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Bryan S. Zimmerman
Title: Assistant Vice President

**EXHIBIT A
TO LETTER OF CREDIT**

FORM OF SIGHT DRAFT

TO: U.S. BANK NATIONAL ASSOCIATION
MINNEAPOLIS, MINNESOTA

Date: _____

Draw No. _____

At sight, pay to the order of The County of Santa Cruz the amount of _____ Dollars
(\$_____). This draft is drawn under U.S. Bank National Association Letter of Credit No.
SLCMMSP01428 dated as of March 14, 2007 issued by U.S. Bank National Association.

The County of Santa Cruz
Beneficiary

By: _____

Name: _____

Title: _____

EXHIBIT B TO LETTER OF CREDIT

CERTIFICATE

RE: U.S. BANK NATIONAL ASSOCIATION
Letter of Credit No. SLCMMSP01428
Dated: March 14, 2001
Relating to the Subdivision Agreement (the "Agreement") between Northbrook Grove LP, a California limited partnership and The County of Santa Cruz

The undersigned, a duly authorized officer of The County of Santa Cruz (the "Beneficiary"), hereby certifies to U.S. Bank National Association (the "Bank"), with reference to the Letter of Credit identified above, issued by the Bank in favor of the Beneficiary, that:

(1) This Certificate and the accompanying draft are being delivered to you pursuant to the above-referenced Agreement.

(2) A default has occurred under the Agreement entitling the Beneficiary to make a draw under the Letter of Credit in the amount of \$_____

(3) The Beneficiary is drawing the sum of \$_____ under the Letter of Credit, which sum does not exceed the amount permitted to be drawn under the Letter of Credit in accordance with the Letter of Credit and the Agreement.

(4) The amount of the sight draft accompanying this Certificate should be paid to the Beneficiary by wire transfer to:

[Wire Instructions]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the _____ day of _____

The County of Santa Cruz
[Beneficiary]

By: _____
Name: _____
Title: _____

**EXHIBIT C
TO LETTER OF CREDIT**

TERMINATION

Re: U.S. Bank National Association
Letter of Credit No. SLCMMSP01428
Dated: March 14, 2001
Relating to the Subdivision Agreement-(the "Agreement") between
The County of Santa Cruz and Northbrook Grove LP,
a California limited partnership.

The undersigned, a duly authorized officer of The County of Santa Cruz (the "Beneficiary"), hereby certifies to U.S. Bank National Association (the "Bank"), with reference to the Letter of Credit identified above, issued by the Bank in favor of the Beneficiary, that the conditions set forth in the Agreement for the termination of the Letter of Credit have been satisfied.

The Letter of Credit is being surrendered to you herewith for cancellation.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate
as of the _____ day of _____

The County of Santa Cruz
[Beneficiary]

By: _____
Name: _____
Title: _____

**EXHIBIT D
TO LETTER OF CREDIT**

REDUCTION

Re: U.S. Bank National Association
Letter of Credit No. SLMCMSPO1428
Dated: March 14, 2001
Relating to the Subdivision Agreement (the "Agreement") between
The County of Santa Cruz and Northbrook Grove LP,
a California limited partnership.

The undersigned a duly authorized officer of The County of Santa Cruz (the "Beneficiary"), hereby certifies to U.S. Bank National Association (the "Bank"), with reference to the Letter of Credit identified above, issued by the Bank in favor of Beneficiary, that:

(1) As of the date hereof, the Stated Amount of the Letter of Credit is \$ _____

(2) The conditions under the Agreement for reducing the Stated Amount of the Letter of Credit by \$ _____ without a drawing have been satisfied and, accordingly, the Stated amount of the Letter of Credit should be reduced by \$ _____ to \$ _____ effective immediately.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate of Reduction as of the _____ day of _____

The County of Santa Cruz
Beneficiary

By: _____

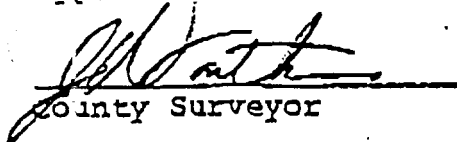
Name: _____

Title: _____

Approved, as to content:

0387

Approved as to Form:


County Surveyor


County Counsel

Bond No. 125866

Premium: \$740.00

TAX BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Northbrook Grove, L.P., as PRINCIPAL and American Contractors Indemnity Company, a Corporation, incorporated under the laws of the State of California, and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the COUNTY OF SANTA CRUZ, in the just and full sum of ***Thirty-Seven Thousand and NO/100*** (\$ 37,000.00) Dollars, for the payment whereof, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, administrators, successors and assigns jointly and severally, firmly by these presents,

THE CONDITION of the foregoing obligation is such that whereas the above bounden PRINCIPAL, the Owners of a tract of land representing a certain subdivision of real estate; to-wit:

TRACT NO. 1427 (The Grove) intend to file a map thereon with the Recorder of the County of Santa Cruz, and;

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by COUNTY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

WHEREAS, the provisions of State law require that this bond be filed with the Board of Supervisors of this COUNTY.

NOW, THEREFORE, if the above bounden PRINCIPAL shall pay, or cause to be paid, when due, all taxes and all special assessments for the year ~~19~~2001/2002 collected like taxes which at the filing of said map, are a lien against such subdivision, or any part thereof, but not yet payable, then this obligation shall cease and be void, otherwise shall remain in full force and effect,

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY named above, on Janaury 18, ~~19~~2001. Northbrook Grove, L.P., a California
limited partnership

By: Northbrook Homes, LLC, a Can Contractors
PRINCIPAL
limited liability company

American Contractors Indemnity Company

SURETY

By: 

PRINCIPAL
erome L. Hren,
Gary O. Brooks, Manager


Jerome L. Hren, Attorney-in-Fact

(Acknowledgment)

All inquiries with regard to this surety should be directed to Public Works Dept., 701 Ocean St., Santa Cruz, CA 95060

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

0388

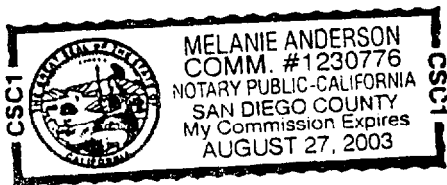
State of California

County of San Diego

On 1/18/01 before me, Melanie Anderson, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jerome L. Hren
Names of Signer(s)

☒ 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.

Melanie Anderson
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: Tax Bond No. 125866

Document Date: 1/18/01 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jerome L. Hren

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

Signer Is Representing:

American Contractors

50

Indemnity Company

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here



AMERICAN CONTRACTORS INDEMNITY COMPANY
Los Angeles, California

0389

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN CONTRACTORS INDEMNITY COMPASNY, a California Corporation (the "Company"), and having its principal office in Los Angeles, California does hereby constitute and appoint:

Jerome L. Hren of San Diego, California

as its true and lawful Attorney(s)-in-fact, in amount of \$ 600,000.00, to execute, seal and deliver for and on its behalf as, surety any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon, the said AMERICAN CONTRACTORS INDEMNITY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and maybe certified to and may be revoked, pursuant to and by authority of resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY, at a meeting called and held on on the 6th day of December, 1990.

RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretan- or Assistant Secretary, shall have power and authority.

1. To appoint Attorney (s)-in-fact and to authorize thn to execute on behalf of the Company, and anach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and.
2. To remove, at any time, any such Attorney-in -fact and revoke the authority given.

RESOLVED FURTHER that the signature of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by fats-tile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, AMERICAN CONTRACTORS INDEMNITY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 30th day of September 1997



AMERICAN CONTRACTORS INDEMNITY COMPANY

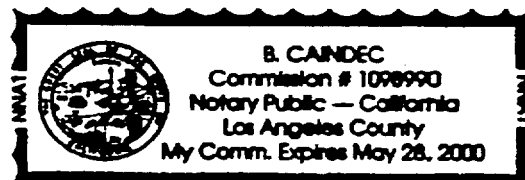
By: Andy Faust
Andy Faust, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On September 30, 1997 before me, B. Caindec, personally appeared Andy Faust personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

B. Caindec



CERTIFICATION

I, the undersigned officer of AMERICAN CONTRACTORS INDEMNITY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the resolution adopted by the Board of Directors of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that same are correct transcripts thereof and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of January 2001

Albert Baumgarten
Albert Baumgarten, Secretary

SO

State of California
County of Alameda

On February 2, 2001 before me, the undersigned, a Notary Public in and
for said State, personally appeared _____

Gary O. Brooks

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

WITNESS my hand and official seal.

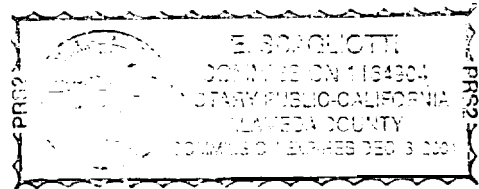
Signature _____

E. Scagliotti

Name _____

E. Scagliotti

(typed or printed)



(Seal)

OWNER'S STATEMENT:

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED, "TRACT 1427, THE GROVE", CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP.

AND THE UNDERSIGNED HEREBY OFFERS TO DEDICATE TO PUBLIC USE THOSE PARCELS OF LAND LYING WITHIN THE BOUNDARIES OF PARCEL A, MURIEL DRIVE AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF PUBLIC ROADS, AND AS AN EASEMENT TO THE SANTA CRUZ COUNTY SANITATION DISTRICT FOR SANITARY SEWER PURPOSES.

AND THE UNDERSIGNED HEREBY OFFERS TO DEDICATE TO THE PUBLIC, INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION, FOREVER THE RIGHT TO CONSTRUCT MAINTAIN PUBLIC UTILITIES AND APPURTENANCES, THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

WE ALSO HEREBY OFFER AN EASEMENT TO THE SANTA CRUZ COUNTY SANITATION DISTRICT FOR SANITARY SEWER PURPOSES, THE EASTERLY 20 FEET OF LOT 13.

WE ALSO DEDICATE TO THE CITY OF SANTA CRUZ, A MUNICIPAL CORPORATION, DULY FORMED UNDER THE LAWS OF THE STATE OF CALIFORNIA, PERPETUAL RIGHTS-OF-WAY OF VARIOUS WIDTH OVER AND ACROSS AND IN THE LANDS SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS PARCEL A AND THE EASTERLY 20 FEET OF LOT 13 DELINEATED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AND DESIGNATED AS "20' PUE AND EVAE", FOR THE PURPOSES OF CLEARING, TRENCHING, LAYING, CONSTRUCTING, MAINTAINING, REPAIRING, AND REPLACING WATER MAINS, LINES, CONNECTIONS, OR PIPES, OF THE CITY OF SANTA CRUZ, PLACED THEREON, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND WITH ALL MANNER OF MATERIALS, TOOLS, EQUIPMENT, AND PRODUCTS NECESSARY OR CONVENIENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING, LAYING, OR RELAYING THE SAME OR ANY PART THEREOF. NO BUILDING OR STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON THE PARCEL OF REAL PROPERTY SET FORTH AND DESCRIBED ABOVE, AND SHOULD A BUILDING OR STRUCTURE BE ERECTED IN VIOLATION OF THE FOREGOING PROVISION, THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, MAY STILL EXERCISE ALL RIGHTS HEREIN FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING, LAYING, OR RELAYING SAID PIPELINE OR ANY PART THEREOF, AND SAID GRANTEE SHALL NOT BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY DAMAGES THEREBY INCURRED, NOR SHALL GRANTEE BE UNDER ANY OBLIGATION TO REPLACE ANY STRUCTURE OR BUILDING THAT GRANTEE MAY HAVE BEEN FORCED TO REMOVE FROM SAID PROPERTY PURSUANT TO THE TERMS AND CONDITIONS HEREIN STATED.

AND THE UNDERSIGNED HEREBY OFFERS TO DEDICATE TO THE PUBLIC FOREVER THE RIGHT-OF-WAY AND EASEMENT FOR THE EXCLUSIVE USE OF MUNICIPAL VEHICLES AND EMERGENCY VEHICLES FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP.

THE "PSDE'S" (PRIVATE STORM DRAIN EASEMENTS), ARE EASEMENTS RESERVED BY THE UNDERSIGNED OWNER OF THE SUBDIVISION FOR CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING OF SAID UTILITIES, AND MAY BE GRANTED TO A HOMEOWNERS' ASSOCIATION BY SEPARATE INSTRUMENT.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 2nd DAY OF

April, 2001.

OWNER: NORTHBROOK GROVE LP, A CALIFORNIA LIMITED PARTNERSHIP

BY:

GARY OREN BROOKS
MEMBER: NORTHBROOK GROVE LP

BY:

JANE BEYMER BROOKS
MEMBER: NORTHBROOK GROVE LP

OWNER'S ACKNOWLEDGMENT:

STATE OF California

COUNTY OF Alameda

ON April 2, 2001, BEFORE ME Diane E. Burton, Notary
PERSONALLY APPEARED Gary Oren Brooks and Jane Beyster Brooks
☐ 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.

NOTARY'S SIGNATURE Diane E. Burton
Commission Expires 12/29/04 # 1285028

STATEMENT OF THE COUNTY SURVEYOR:

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN FINAL MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT (SECTION 66410) AND THE COUNTY OF SANTA CRUZ SUBDIVISION ORDINANCE, APPLICABLE AT THE TIME OF APPROVAL, HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND CONFORMS WITH THE ACTION ON THE TENTATIVE MAP THEREOF TAKEN BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ ON _____.

DATED: _____

THOMAS L. BOLICH
COUNTY SURVEYOR OF THE COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA RCE 26882, EXP. 3-31-05

BOARD OF SUPERVISORS CERTIFICATE:

IT IS HEREBY ORDERED THAT THE MAP OF TRACT 1427, "THE GROVE", BE, AND THE SAME IS HEREBY APPROVED, AND THAT "PARCEL A (MURIEL DRIVE)", SHOWN ON SAID MAP IS HEREBY REJECTED FOR ROAD AND SANITARY SEWER PURPOSES. LANDS SHOWN HEREON AS "PUE" INCLUDING BUT NOT LIMITED TO THE EASTERLY 20 FEET OF LOT 13 ARE ACCEPTED FOR PUBLIC UTILITIES PURPOSES INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION, BUT REJECTED FOR SANITARY SEWER PURPOSES. LANDS SHOWN HEREON AS "EVAE" ARE ACCEPTED FOR USE OF MUNICIPAL AND EMERGENCY VEHICLES FOR INGRESS AND EGRESS.

I CERTIFY THAT THE FOREGOING WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ AT A MEETING SAID BOARD HELD ON THE _____ DAY OF _____ 2001.

CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

DEPUTY CLERK

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED NOVEMBER 30, 2000, DOCUMENT NO. 2000-0039818 OFFICIAL RECORDS OF SANTA CRUZ COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID TRACT 1427, THIS MAP, AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON April 2, 2001 BY ITS DULY AUTHORIZED OFFICERS AS TRUSTEE:

FIRST AMERICAN TITLE COMPANY

BY: Sheryl Taylor
Sheryl Taylor

TITLE: Assistant Secretary

TRUSTEE'S ACKNOWLEDGMENT:

STATE OF California

COUNTY OF Alameda

ON April 2, 2001, BEFORE ME Diane E. Burton, Notary
PERSONALLY APPEARED Sheryl Taylor
☒ PERSONALLY KNOWN TO ME - OR - ☐ PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR
AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE
PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE
INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE Diane E. Burton

MY COMMISSION EXPIRES Dec. 20, 2004 # 1285028

PRINCIPAL COUNTY OF BUSINESS Alameda

TAX AND ASSESSMENT CERTIFICATES:

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 _____, 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

CERTIFICATE OF CLERK OF THE 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

DATED: _____

BY: _____

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 ON THE DAY OF AT _____ M. IN VOLUME _____ OF MAPS, PAGE _____ SANTA CRUZ COUNTY RECORDS.

DATED: _____

SIGNED: _____
COUNTY RECORDER

ENGINEER'S STATEMENT:

I, PIERO P. RUGGERI, CIVIL ENGINEER, HEREBY STATE THAT THIS MAP WAS PREPARED FROM A SURVEY MADE BY ME OR UNDER MY DIRECTION IN MARCH 1999, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE JUNE 2002, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "TRACT 1427, THE GROVE" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 3.44 ACRES, MORE OR LESS.



Piero P. Ruggeri 3/28/01
PIERO P. RUGGERI, R.C.E. NO. 25281
EXPIRATION DATE: DECEMBER 31, 2001

TRACT 1427 THE GROVE

BEING THAT REAL AND CERTAIN PROPERTY LOCATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AS DESCRIBED IN THE GRANT DEED RECORDED AS INSTRUMENT NO. 2000-0042627, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

SANTA CRUZ COUNTY CALIFORNIA
RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
MARINA, CALIFORNIA

PERMIT NO. 98-0398
A P N 029-051-48
JOB NO. 984007

MARCH 2001

SHEET 1 OF 6 SHEETS

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED NOVEMBER 30, 2000, DOCUMENT NO. 2000-0056817 OFFICIAL RECORDS OF SANTA CRUZ COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID TRACT 1427, THIS MAP, AND JOINS IN ALL DEDICATIONS THEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON _____ 2001 BY ITS DULY AUTHORIZED OFFICERS AS FOLLOWS:

FIRST AMERICAN TITLE COMPANY

BY: _____

TITLE: _____

TRUSTEE'S ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

ON _____ 2001, BEFORE ME _____

~~PERSONALLY APPEARED TO ME _____, A NOTARY PUBLIC, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.~~

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY'S SIGNATURE _____

MY COMMISSION EXPIRES _____

PRINCIPAL COUNTY OF BUSINESS _____

**TRACT 1427
THE GROVE**

BEING THAT REAL AND CERTAIN PROPERTY LOCATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AS DESCRIBED IN THE GRANT DEED RECORDED AS INSTRUMENT NO. 2000-0042627, OFFICIAL RECORDS OF SANTA CRUZ COUNTY

SANTA CRUZ COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
MARINA, CALIFORNIA

PERMIT NO. 99-0398
A.P.N. 029-051-48
JOB NO. 0046007

MARCH 2001
SHEET 2 OF 4 SHEETS

REFERENCES

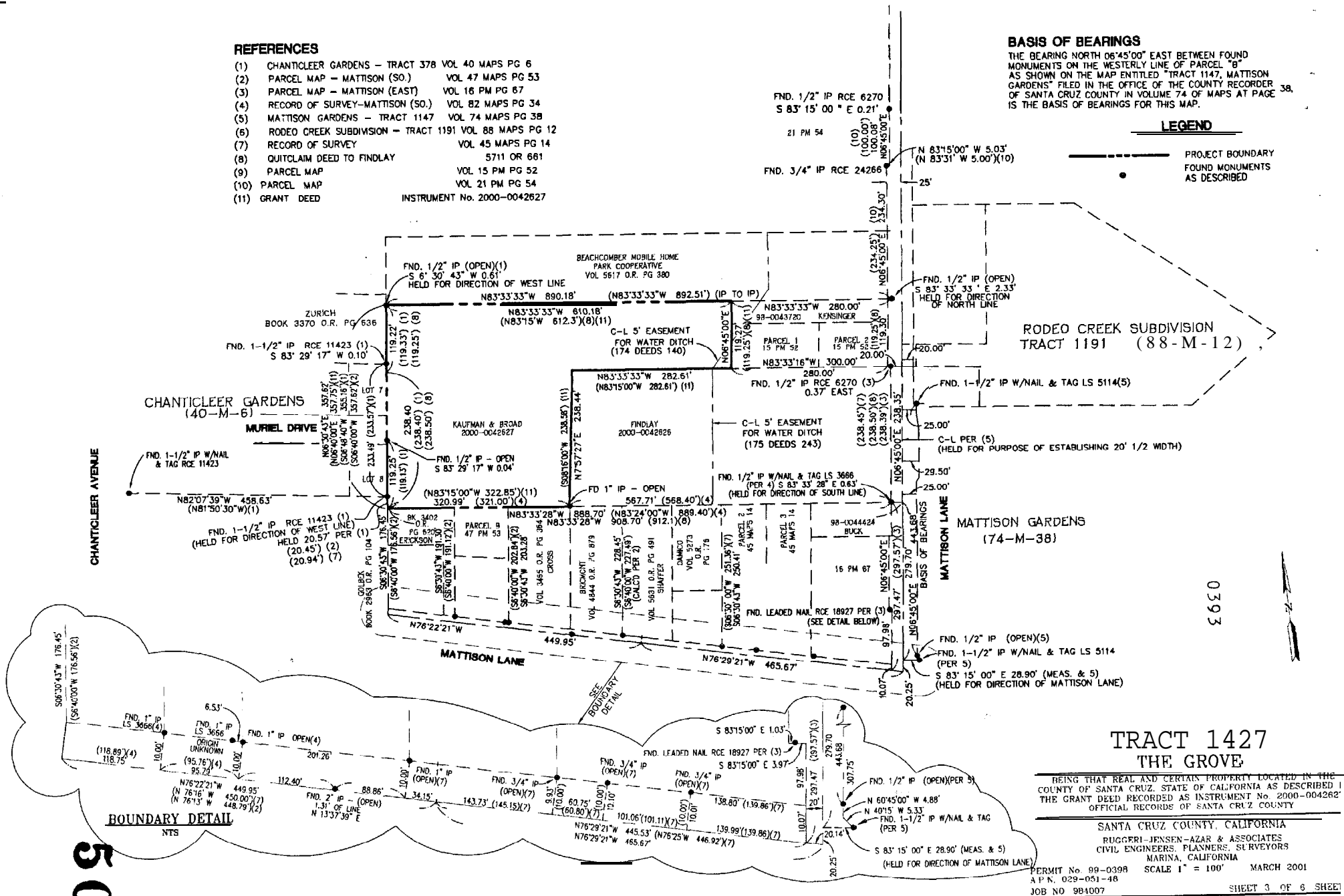
- (1) CHANTICLEER GARDENS - TRACT 378 VOL 40 MAPS PG 6
- (2) PARCEL MAP - MATTISON (SO.) VOL 47 MAPS PG 53
- (3) PARCEL MAP - MATTISON (EAST) VOL 16 PM PG 67
- (4) RECORD OF SURVEY-MATTISON (SO.) VOL 82 MAPS PG 34
- (5) MATTISON GARDENS - TRACT 1147 VOL 74 MAPS PG 38
- (6) RODEO CREEK SUBDIVISION - TRACT 1191 VOL 88 MAPS PG 12
- (7) RECORD OF SURVEY VOL 45 MAPS PG 14
- (8) QUITCLAIM DEED TO FINDLAY 5711 OR 661
- (9) PARCEL MAP VOL 15 PM PG 52
- (10) PARCEL MAP VOL 21 PM PG 54
- (11) GRANT DEED INSTRUMENT No. 2000-0042627

BASIS OF BEARINGS

THE BEARING NORTH 06°45'00" EAST BETWEEN FOUND MONUMENTS ON THE WESTERLY LINE OF PARCEL "B" AS SHOWN ON THE MAP ENTITLED "TRACT 1147, MATTISON GARDENS" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CRUZ COUNTY IN VOLUME 74 OF MAPS AT PAGE 38, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

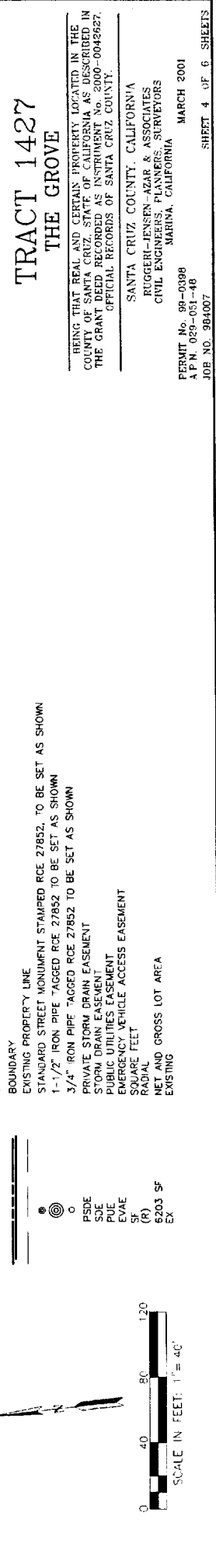
PROJECT BOUNDARY
FOUND MONUMENTS
AS DESCRIBED



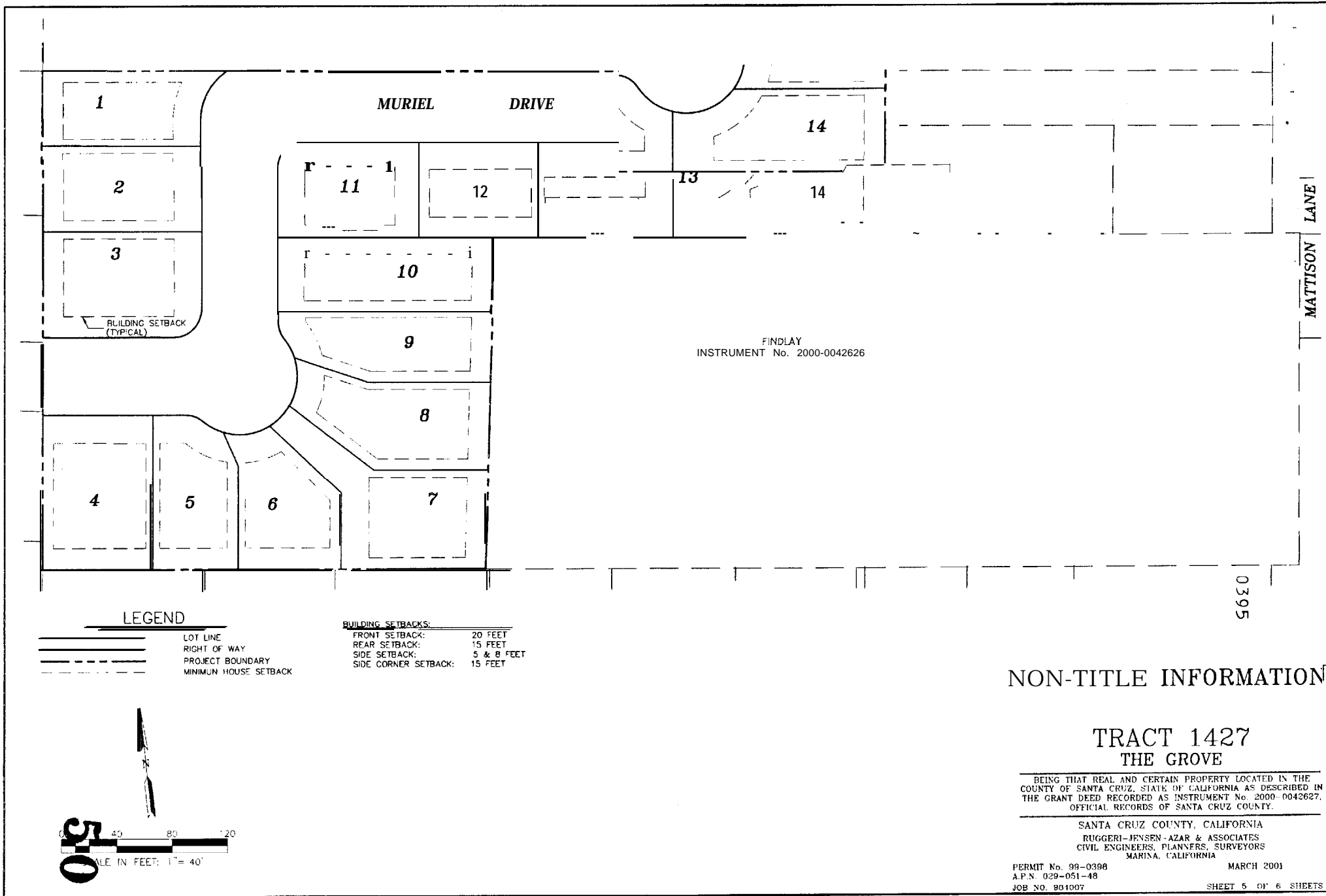
TRACT 1427 THE GROVE

BEING THAT REAL AND CERTAIN PROPERTY LOCATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AS DESCRIBED IN THE GRANT DEED RECORDED AS INSTRUMENT No. 2000-0042627 OFFICIAL RECORDS OF SANTA CRUZ COUNTY

SANTA CRUZ COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
MARINA, CALIFORNIA
PERMIT No. 99-03098 SCALE 1" = 100' MARCH 2001
A.P.N. 029-051-48
JOB NO 981007 SHEET 3 OF 6 SHEET



SANTA CRUZ COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
MARINA, CALIFORNIA
PERMIT No. 99-0398
P.N. 029-051-40
JOB NO. 984007
MARCH 2001
SHEET 4 OF 6 SHEETS



NOTES:

1. GEOTECHNICAL REPORT (NUMBER 12-2010-50 DATED MARCH 15, 1999) WAS PREPARED BY KLEINFELDER, INC. A SUPPLEMENTARY REPORT BASED ON FURTHER SHALLOW GROUNDWATER MEASUREMENTS WAS PREPARED BY KLEINFELDER, INC. AND DATED JUNE 14, 2000. COPIES ARE ON FILE WITH THE COUNTY OF SANTA CRUZ.

THE FOLLOWING ITEMS SHALL BE COMPLETED PRIOR TO OBTAINING A BUILDING PERMIT FOR THE LOTS OF THIS TRACT:

A. LOTS SHALL BE CONNECTED FOR WATER SERVICE TO CITY OF SANTA CRUZ WATER DISTRICT.

B. LOTS SHALL BE CONNECTED FOR SEWER SERVICE TO SANTA CRUZ COUNTY SANITATION DISTRICT.

C. ALL FUTURE CONSTRUCTION OF THE LOTS SHALL CONFORM TO THE ARCHITECTURAL FLOOR PLANS, ELEVATIONS AND DESIGN GUIDELINES AS STATED OR DEPICTED IN EXHIBITS "A" AND "D" AND SHALL ALSO MEET THE FOLLOWING ADDITIONAL CONDITIONS:

1. 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.
2. EXTERIOR FINISHES SHALL INCORPORATE STUCCO, BRICK AND STONE ACCENTS, AND WOOD TRIM. T-1-11 TYPE SIDING IS NOT ALLOWED. EXTERIOR COLOR COMBINATIONS SHALL BE INTERSPERSED THROUGHOUT THE DEVELOPMENT.

3. NOTWITHSTANDING THE APPROVED PRELIMINARY ARCHITECTURAL PLANS, ALL FUTURE DEVELOPMENT SHALL COMPLY WITH THE DEVELOPMENT STANDARDS FOR THE RM-4 ZONE DISTRICT. NO STRUCTURE SHALL EXCEED A 30% LOT COVERAGE OR A 50% FLOOR AREA RATIO, OR OTHER STANDARDS AS MAY BE ESTABLISHED FOR THE RM-4 ZONE DISTRICT.

4. THE MASTER BEDROOM WINDOW FOR THE HOME LOCATED ON LOT 14 (PLAN 5) SHALL BE MOVED TO THE SOUTH ELEVATION OF THE BUILDING.

D. A FINAL LANDSCAPE PLAN FOR THE ENTIRE SITE SPECIFYING THE SPECIES, THEIR SIZE, AND IRRIGATION PLANS AND MEETING THE FOLLOWING CRITERIA:

1. 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.
2. 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.
3. 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.

4. 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 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. THE IRRIGATION PLAN AND AN IRRIGATION SCHEDULE FOR THE ESTABLISHED LANDSCAPE SHALL BE SUBMITTED WITH THE BUILDING PERMIT APPLICATIONS. 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 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. 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 HYDROZONES AND SHALL BE IRRIGATED SEPARATELY.

LANDSCAPE IRRIGATION SHOULD BE SCHEDULED BETWEEN 6:00 P.M. AND 11:00 A.M. TO REDUCE EVAPORATIVE WATER LOSS.

5. ALL PLANTING SHALL CONFORM TO THE CONCEPTUAL LANDSCAPE PLAN SHOWN AS PART OF EXHIBIT "A". THE FOLLOWING SPECIFIC LANDSCAPE REQUIREMENTS APPLY:

- i. TWENTY-FIVE, STREET TREES OF A SPECIES SELECTED FROM THE COUNTY URBAN FORESTRY MASTER PLAN SHALL BE PLANTED WITHIN THE REQUIRED LANDSCAPE STRIP, 25% OF WHICH SHALL BE 24" BOX SIZE AND THE REMAINDER SHALL BE 15-GALLON SIZE, AND TWENTY, 15-GALLON SIZE TREES WITHIN THE FRONT YARD OF INDIVIDUAL PARCELS, AT LEAST ONE TREE PER PARCEL. 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 CONCEPT PLAN PREPARED BY KAUFMAN AND BROAD, DATED APRIL 26, 2000, WITH THE EXCEPTION THAT THE PROPOSED STREET TREE MAGNOLIA GRANDIFLORA SHALL BE ELIMINATED FROM THE FOUR-FOOT LANDSCAPE STRIP, AND ANOTHER TREE SELECTED THAT IS APPROPRIATE FOR A FOUR-FOOT PLANTING STRIP. THE MAGNOLIA MAY BE USED AS A FRONT-YARD ACCENT TREE.
- ii. STREET TREES SHALL BE INSTALLED ACCORDING TO PROVISIONS OF THE COUNTY DESIGN CRITERIA.
- iii. NO TURF, NO SUMMER IRRIGATION, AND ONLY PLANTS COMPATIBLE WITH OAK TREES, SHALL OCCUR WITHIN THE DRIP LINES OF THE OAK TREES IN THE REAR YARDS OF LOTS 7 AND 13 AND THE SIDE YARD OF LOT 14, AND SHALL INCLUDE A LIST OF PLANTS COMPATIBLE WITH NATIVE OAKS.
- iv. LARGE, DROUGHT TOLERANT, FAST GROWING SHRUBS SHALL BE INSTALLED IN THE PLANTING AREA ON MURIEL DRIVE, ADJACENT TO THE MOBILE HOME PARK TO THE NORTH, AS SHOWN ON THE CONCEPTUAL LANDSCAPE PLANS. A MINIMUM OF 5-GALLON SIZED SHRUBS SHALL BE INSTALLED, SPACED A MAXIMUM OF 2-1/2 FEET ON-CENTER.
- v. ADDITIONAL LANDSCAPE TREES SHALL BE INSTALLED AS FOLLOWS: TWO-24" BOX SIZED TREES IN THE REAR YARD OF LOT 14, ONE-24" BOX TREE IN THE SOUTHEAST CORNER OF THE REAR YARD OF LOT 15, AND FOUR-24" BOX TREES IN THE REAR YARDS OF LOTS 5 AND 6 (TWO TREES ON EACH LOT).

6. ALL PROPOSED FENCING SHALL BE CONSTRUCTED ON THE SUBJECT PARCEL IF ADJACENT NEIGHBORS REQUEST THAT THEIR EXISTING FENCING BE RETAINED.

E. ALL FUTURE DEVELOPMENT ON THE LOTS SHALL COMPLY WITH THE REQUIREMENTS OF THE GEOTECHNICAL REPORT PREPARED KLEINFELDER, INC., DATED MARCH 15, 1999.

F. SUBMIT A WRITTEN STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SCHOOL DISTRICT IN WHICH THE PROJECT IS LOCATED CONFIRMING PAYMENT IN FULL OF ALL APPLICABLE DEVELOPER FEES AND OTHER REQUIREMENTS LAWFULLY IMPOSED BY THE SCHOOL DISTRICT IN WHICH THE PROJECT IS LOCATED.

G. ANY CHANGES BETWEEN THE APPROVED TENTATIVE MAP, INCLUDING BUT NOT LIMITED TO THE ATTACHED EXHIBITS FOR PRELIMINARY GRADING, DRAINAGE, EROSION CONTROL, PRELIMINARY IMPROVEMENT PLANS, ARCHITECTURAL AND LANDSCAPING PLANS, MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DECISION-MAKING BODY. SUCH PROPOSED CHANGES WILL BE INCLUDED IN A REPORT TO THE DECISION MAKING BODY TO CONSIDER IF THEY ARE 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.

0396

NON-TITLE INFORMATION

TRACT 1427 THE GROVE

BEING THAT REAL AND CERTAIN PROPERTY LOCATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AS DESCRIBED IN THE GRANT DEED RECORDED AS INSTRUMENT No. 2000-0042627 OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

SANTA CRUZ COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
MARINA, CALIFORNIA

PERMIT No. 99-0398
A.P.N. 029-051-48
JOB NO. 984007

MARCH 2001

SHEET 6 OF 6 SHEET

After recording please return to:

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

0397

Recorded
Official Records
County Of
SANTA CRUZ
RICHARD W BEDAL
Recorder

REC FEE .00
OR COUN 3.50

11:23AM 14-Feb-2001 I BLS Page 1 of 7

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 2001 day of February,
by and between the County of Santa Cruz, hereinafter called "COUNTY" and
NORTHBROOK GROVE. LP hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property
commonly known as FINDLAY PROPERTY, Tract Number 1427, and
Assessor's Parcel Number : 029-051-48 called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop la FIFTEEN () 15 subdivision
with ZERO remainder lot, and to construct FIFTEEN (15) residential
units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on MAY 24.2000 the COUNTY by approval of Residential
Development Permit No. 99-0398, 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 **at**the PROJECT shall similarly be subject to the execution and recording of a Declaration of Restriction by the purchaser.
3. RECORDATION. DEVELOPER shall execute this Agreement, cause the same to be acknowledged, and deliver said executed and acknowledged document to the County Planning Department. Following execution by the COUNTY, this agreement shall be recorded in the **office** of the County Recorder of the County of Santa Cruz. COUNTY shall not be obligated to permit the issuance of Building Permits for the PROJECT prior to the recording of this Agreement.
4. LIMITED CONSTRUCTION. Nothing contained herein shall be deemed to constitute compliance with, or waiver of, any provision of law or condition of PROJECT approval except as expressly stated herein with respect to conditions relating to affordable housing units.
5. AGREEMENT BINDING. The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, agents, contractors, subcontractors and grantees of both parties and shall be covenants running with the land. Except as otherwise provided in County Code Chapter **17.10**, neither the PROPERTY nor any parcel therein shall be released from the affordability requirement of the COUNTY's Affordable Housing Program due to a trustee's sale or judicial foreclosure.
6. WAIVERS. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any statute, ordinance or applicable

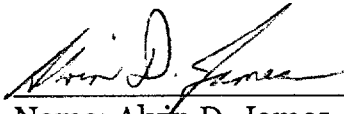
**CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

Page 3

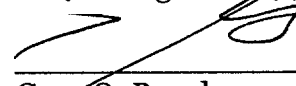
requirement shall not be deemed to be a waiver of such term, covenant, condition, statute, ordinance or applicable requirement or of any subsequent breach or violation of the same or of any other term, covenant, condition, statute, ordinance or applicable requirement.


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: 
Gary O. Brooks Title: Property Owner

By: 
Jane B. Brooks Title: Property Owner

By: _____
Name: Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By: 
Name: Gerald L. Rioux Title: Housing Program Mgr.

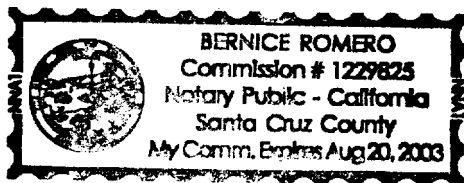
ATTACHMENTS: 1) Exhibit A: Inclusionary Housing Provisions
2) Approved Tentative map (8.5" x 11") with affordable lots indicated (to be provided by OWNER)
3) Exhibit B: Table of In Lieu Fees

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On, 2001, b e f o r e me Bernice Romero, Notary Public,
personally appeared Alvin D. James Planning Director,
☒ personally known to me, or ☐ proved to me on the basis of satisfactory evidence, to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he/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

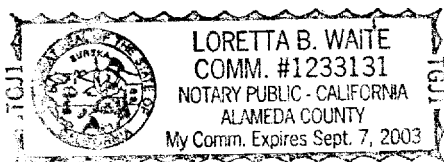
OWNER ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On JANUARY 9, 2001, before me THE UNDERSIGNED,
personally appeared GARY O. BROOKS AND JANE B. BROOKS

☒ 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:



Loretta B. Waite
Signature of Notary Public
LORETTA B. WAITE

INCLUSIONARY HOUSING PROVISIONS**PAYMENT OF IN-LIEU FEES**

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

DEVELOPER and COUNTY acknowledge that this is a **Fifteen (15)** parcel subdivision and that **Two (2)** affordable unit(s) is required under Section 17.10.030(b). Instead of providing the required affordable unit(s), Developer wishes to provide **Zero (0)** affordable unit(s) and pay in-lieu fees equal to **Two (2)** 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

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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IN-LIEU FEE SCHEDULE

Average Home Price		Average Lot Price		In Lieu Fee
From	To Less Than	From	To Less Than	
	\$420,000		\$168,000	\$160,000
\$420,000	\$440,000	\$168,000	\$176,000	\$168,000
\$440,000	\$460,000	\$176,000	\$184,000	\$176,000
\$460,000	\$480,000	\$184,000	\$192,000	\$184,000
\$480,000	\$500,000	\$192,000	\$200,000	\$192,000
\$500,000	\$520,000	\$200,000	\$208,000	\$200,000
\$520,000	\$540,000	\$208,000	\$216,000	\$208,000
\$540,000	\$560,000	\$216,000	\$224,000	\$216,000
\$560,000	\$580,000	\$224,000	\$232,000	\$224,000
\$580,000	\$600,000	\$232,000	\$240,000	\$230,400
\$600,000	\$640,000	\$240,000	\$256,000	\$236,800
\$640,000	\$680,000	\$256,000	\$272,000	\$246,400
\$680,000	\$720,000	\$272,000	\$288,000	\$256,000
\$720,000	\$760,000	\$288,000	\$304,000	\$264,000
\$760,000	\$800,000	\$304,000	\$320,000	\$270,400
\$800,000	\$880,000	\$320,000	\$352,000	\$276,800
\$880,000	\$960,000	\$352,000	\$384,000	\$286,400
\$960,000	\$1,040,000	\$384,000	\$416,000	\$296,000
\$1,040,000	\$1,120,000	\$416,000	\$448,000	\$304,000
\$1,120,000	\$1,200,000	\$448,000	\$480,000	\$312,000
\$1,200,000	\$1,320,000	\$480,000	\$528,000	\$318,400
\$1,320,000	\$1,440,000	\$528,000	\$576,000	\$324,800
\$1,440,000	\$1,600,000	\$576,000	\$640,000	\$331,200
\$1,600,000	\$1,800,000	\$640,000	\$720,000	\$339,200
\$1,800,000	\$2,000,000	\$720,000	\$800,000	\$345,600
\$2,000,000		\$800,000		\$352,000

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