

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

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

AGENDA: MAY 22, 2001

May 10, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 143 1, RODEO CREEK (GROSS ROAD)
ASSESSORS PARCEL NUMBER 3 1-03 1-32, 85

Members of the Board:

Submitted herewith is the final map for Tract 143 1, Rodeo Creek, containing three sheets. This map has been duly checked and processed by Public Works and is now submitted for your consideration.

The following items are being submitted with the map:

Subdivision Agreement

Irrevocable Letter of Credit from Greater Bay Bancorp dated April 3, 2001 in the amount of \$879,625.00 for the following items:

Faithful Performance Security	\$ 576,000.00
Labor and Materials Security	\$ 288,000.00
Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance)	\$ 288,000.00
Inspection	\$ 5,000.00 (cash)
Monumentation	\$ 2,625.00
Taxes	\$ 13,000.00

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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The Guarantee, Warranty, and Maintenance amount of \$288,000.00 is not included in the total \$879,625.00, 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 May 8, 2001, that this subdivision complies with **all** the tentative map requirements. The taxes have been paid in **full**. The last fee paid was for Construction Inspection.

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

1. Approve the final map of Tract 143 1, Rodeo Creek.
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,

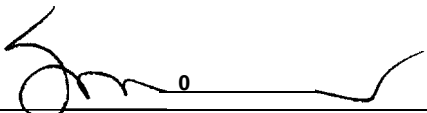


THOMAS L. BOLICH
Director of Public Works

CDR: bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Planning Department
Public Works

SUBDIVISION AGREEMENT
(Partial Release Tract)

THIS AGREEMENT, by and between HOLCOMB CORPORATION, INC., 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 143 1, Rodeo Creek, 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 14.0 1.5 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 hereby by reference. The 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 \$576,000.00 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 \$288,000.00, 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 Deposit)
- D. Tax Security \$13,000.00
- E. Monumentation Security in the amount of \$2,625.00

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 \$288000.00, which said security, by its terms, shall guarantee and warrant all work for a minimum period of twelve months following the completion and acceptance thereof by the Board against any defective work or labor done, or defective materials furnished and to maintain such work to the satisfaction of the County for said period, all as provided in Section 14.015 11 (b) (3) of the Santa Cruz County Code and Section 664993(c) of the Government Code. The Guarantee Warranty & Maintenance Security shall be released twelve months after the completion of the work and provided that the workmanship is approved.

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

- a. Water Purveyor City of Santa Cruz Water Department
 Name of Agency
 ___ Security held by County
X Security is held by agency \$66,950.00
- 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 \$ N/A ___for processing and acquisition as outlined in the following condemnation clause.

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

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

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

7. FILING OF FINAL, SUBDIVISION MAP: COUNTY, for and in consideration of the execution of this agreement and fulfillment by SUBDIVIDER of the terms set forth herein, agrees to accept for filing the final map of Tract No. 143 1, Rodeo Creek.

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 5/3, 2001.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: Mark Holcomb
THE HOLCOMB CORPORATION

Address:

19 Seascape Village
Aptos, CA 95003

Phone: (831) 688-6807

APPROVED AS TO FORM:

State of California

County of Santa Cruz

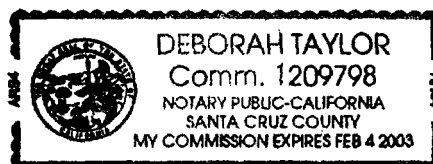
} SS.

Title or Type of Document: SUBDIVISION AGREEMENT
Number of Pages 5 Date of Document 5/3/2001
Signer(s) Other than named below DIRECTOR OF PUBLIC WORKS

On MAY 13, 2001 at re me, Deborah Taylor
Notary Public, personally appeared MARK HOLCOMB
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 Deborah Taylor (Seal)





GREATER BAY

BANCORP

PAGE 1 OF 2 PAGES

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBLC-10816 DATED APRIL 3, 2001	
BENEFICIARY: COUNTY OF SANTA CRUZ 701 OCEAN STREET SANTA CRUZ, CA. 95060	APPLICANT: THE HOLCOMB CORPORATION 19 SEASCAPE VILLAGE APTOS, CA 95003
EXPIRY DATE AND PLACE: MARCH 31.2002 AT OUR COUNTERS	AMOUNT: \$879,625.00 (U.S. DOLLARS: EIGHT HUNDRED SEVENTY NINE THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100)

TO BENEFICIARY:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT, AVAILABLE WITH US BY PAYMENT OF YOUR DRAFT(S) DRAWN AT SIGHT ON GREATER BAY BANCORP, INTERNATIONAL BANKING DIVISION, 344 PINE STREET, MEZZANINE LEVEL, SAN FRANCISCO, CA. 94104.

EACH DRAFT DRAWN HEREUNDER MUST BE MARKED "DRAWN UNDER GREATER BAY BANCORP STANDBY LETTER OF CREDIT NO. SBLC-10816" AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICIAL OF THE COUNTY OF SANTA CRUZ, STATING THAT THE RECORDING OF THE FINAL MAP(S) FOR THAT CERTAIN SUB-DIVISION KNOWN AS RODEO CREEK SUBDIVISION, TRACT NO. 1431, APN NO. 031-031-09-15 HAS BEEN RECORDED AND THAT THE COUNTY OF SANTA CRUZ IS ENTITLED TO DRAW UNDER GREATER BAY BANCORP LETTER OF CREDIT NO. SBLC-10816.
2. THIS ORIGINAL LETTER OF CREDIT AND AMENDMENTS THERETO, IF ANY, WHICH WILL BE RETURNED TO YOU FOLLOWING OUR NOTATION THEREON OF THE AMOUNT OF SUCH DRAFT DRAWN HEREUNDER. IF THE AMOUNT OF THE DRAFT IS FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, THE ORIGINAL LETTER OF CREDIT WILL BE RETAINED BY US.

PARTIAL DRAWINGS ARE PERMITTED.

WE ARE INFORMED BY THE APPLICANT THAT THIS LETTER OF CREDIT COVERS: (A) FAITHFUL PERFORMANCE \$576,000.00, (B) LABOR AND MATERIALS \$288,000.00, (C) TAX SECURITY \$13,000.00, AND (D) MONUMENTATION \$2,625.00, RELATIVE TO THE IMPROVEMENTS OF THAT CERTAIN SUBDIVISION KNOWN AS RODEO CREEK SUBDIVISION, TRACT NO. 1431, APN NO. 031-031-09-15.

BY BENEFICIARY'S ACCEPTANCE OF THIS LETTER OF CREDIT, BENEFICIARY AGREES THAT THE CHARGES DESCRIBED HEREIN AS LABOR AND MATERIALS AMOUNTING TO \$288,000.00 SHALL BE CONVERTED INTO GUARANTY, WARRANTY, AND MAINTENANCE CHARGES AND BENEFICIARY AGREES TO PROVIDE GREATER BAY BANCORP WITH A WRITTEN NOTICE CONFIRMING ITS AGREEMENT TO SUCH CONVERSION OF CHARGES UPON ITS ACCEPTANCE OF THE PROJECT.

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

INTERNATIONAL BANKING DIVISION



GREATER BAY
BANCORP

PAGE 2 OF 2 PAGES

THIS PAGE FORMS AN INTEGRAL PART OF GREATER BAY BANCORP IRREVOCABLE
STANDBY LETTER OF CREDIT NO. SBLC-10818 DATED APRIL 3, 2001, 2000

IT IS A PROVISION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR A PERIOD OF ONE YEAR FROM THE PRESENT EXPIRATION DATE HEREOF (MARCH 31, 2002), AND UPON EACH ANNIVERSARY OF SUCH DATE UP TO, BUT NOT BEYOND MARCH 31, 2006, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED LETTER OR COURIER SERVICE AT YOUR ADDRESS INDICATED HEREIN, THAT WE ELECT NOT TO PERMIT THIS LETTER OF CREDIT TO BE SO EXTENDED BEYOND ITS THEN CURRENT EXPIRATION DATE. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW YOUR DRAFT ON US AT SIGHT WHEN ACCOMPANIED BY DOCUMENTS DESCRIBED IN NO. 1 AND NO. 2 ABOVE.

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

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

PLEASE ADDRESS ALL COMMUNICATIONS WITH US IN RESPECT OF THIS LETTER OF CREDIT TO OUR OFFICE AT GREATER BAY BANCORP, INTERNATIONAL BANKING DIVISION, 344 PINE STREET, MEZZANINE LEVEL, SAN FRANCISCO, CA. 94104, ATTN: STANDBY LETTER OF CREDIT SECTION.

GREATER BAY BANCORP
INTERNATIONAL BANKING DIVISION


 AUTHORIZED SIGNATURE
 MICHELE LEE


 AUTHORIZED SIGNATURE
 APOLINARIO FRIAS

INTERNATIONAL BANKING DIVISION

15-Mar-2001 2001-0013540

Has not been compared with original 0478

SANTA CRUZ COUNTY RECORDER

After recording please return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

THIS AGREEMENT, is made and entered into this 12 day of March, 2001, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Holcomb Corporation hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Rodeo Creek Subdivision, Tract Number 1431, and Assessor's Parcel Number(s) 031-031-09 and 031-031-15, hereinafter called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a (10) lot subdivision with no remainder lot, and to construct ten (10) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on March 8, 2000 the COUNTY by approval of Residential Development Permit No. 99-0130, approved the development of said PROJECT in a manner consistent with specified terms and conditions, one of such conditions being DEVELOPER's participation in the Affordable Housing Program of the COUNTY; and

WHEREAS it is the intention of both parties to set forth in this separate document the covenants, conditions and restrictions applicable to the certification and participation of the PROJECT in the Affordable Housing Program of the COUNTY.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that DEVELOPER shall participate in the Affordable Housing Program of COUNTY, in accordance with the attached Exhibit A: Inclusionary Housing Provisions (description and construction schedule for affordable units); and with the requirements of the COUNTY's Affordable Housing Program as set forth in the COUNTY's affordable housing ordinance, County Code Chapter 17.10, and the COUNTY's Affordable Housing Guidelines, including any subsequent amendment to said Chapter and/or Guidelines; and with any other regulations and resolutions issued pursuant thereto, all of which are necessary to maintain the affordability of the designated affordable lot(s) and/or housing unit(s) upon sale or resale thereof. In the case of any conflict between the provisions of Exhibit A and the COUNTY's Affordable Housing Program, the stricter shall prevail.

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 2

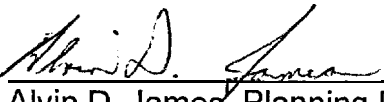
1. SATISFACTION OF CONDITIONS. COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the COUNTY's Affordable Housing Program, shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment 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 a the PROJECT shall similarly be subject to the execution and recording of a Declaration of Restriction by the purchaser.
3. RECORDATION. DEVELOPER shall execute this Agreement, cause the same to be acknowledged, and deliver said executed and acknowledged document to the County Planning Department. Following execution by the COUNTY, this agreement shall be recorded in the office of the County Recorder of the County of Santa Cruz. COUNTY shall not be obligated to permit the issuance of Building Permits for the PROJECT prior to the recording of this Agreement.
4. LIMITED CONSTRUCTION. Nothing contained herein shall be deemed to constitute compliance with, or waiver of, any provision of law or condition of PROJECT approval except as expressly stated herein with respect to conditions relating to affordable housing units.
5. AGREEMENT BINDING. The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, agents, contractors, subcontractors and grantees of both parties and shall be covenants running with the land. Except as otherwise provided in County Code Chapter 17.10, neither the PROPERTY nor any parcel therein shall be released from the affordability requirement of the COUNTY's Affordable Housing Program due to a trustee's sale or judicial foreclosure.
6. WAIVERS. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any statute, ordinance or applicable requirement shall not be deemed to be a waiver of such term, covenant, condition, statute, ordinance or applicable requirement or of any subsequent breach or violation of the same or of any other term, covenant, condition, statute, ordinance or applicable requirement.

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


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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.

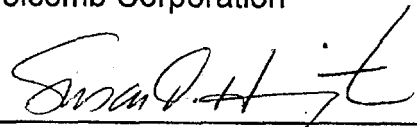
COUNTY OF SANTA CRUZ:

by: 
Alvin D. James, Planning Director
County of Santa Cruz

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

By: 
Mark Holcomb, President / CFO
Holcomb Corporation

Title: Property Owner


By: 
Sue Harington, Treasurer VP / SEC.
Holcomb Corporation

Title: Property Owner

By: N/A

Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By: 
Gerald L. Rioux, Housing Program Manager
County of Santa Cruz

ATTACHMENTS: 1) Exhibit A: Inclusionary Housing Provisions
2) Approved Tentative map (8.5" x 11") w/ affordable lot indicated

CERTIFICATION AND PARTICIPATION AGREEMENT
 'SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

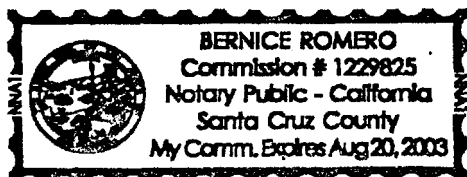
Page 4

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 COUNTY OF SANTA CRUZ)

On March 12, 2001, before me Bernice Romero, Notary Public,
 personally appeared Alvin D. James,
 personally known to me, or ☐ proved to me on the basis of satisfactory evidence, to be
 the person whose name is subscribed to the within instrument and acknowledged to me
 that he she executed the same in his her authorized capacity, and that by his her
 signature on the instrument the person, or the entity upon behalf of which the person
 acted, executed the instrument.

WITNESS my hand and official seal.



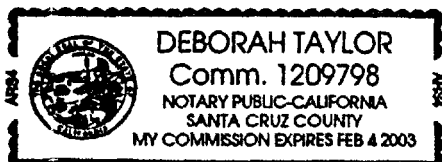
Bernice Romero
 Signature of Notary Public

OWNER ACKNOWLEDGMENT

STATE OF California
 COUNTY OF Santa Cruz

On March 7, 2001, before me Deborah Taylor,
 personally appeared Mark Holcomb & Sue Harrington,
 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:



Deborah Taylor
 Signature of Notary Public

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

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EXHIBIT A: INCLUSIONARY HOUSING PROVISIONS

CONSTRUCTION OF AFFORDABLE HOUSING

DEVELOPER agrees to restrict the following residential unit(s) to be affordable housing unit(s) pursuant to the COUNTY's Affordable Housing Program in fulfillment of the inclusionary housing requirements for this PROJECT.

1. Number of Affordable Housing Units To Be Constructed:

one (1) affordable unit(s) to be provided on-site as follows:
Lot Number(s) / Unit Number(s): Lot 10

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	1600 +/-

3. Timing of Construction of Affordable Units:

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

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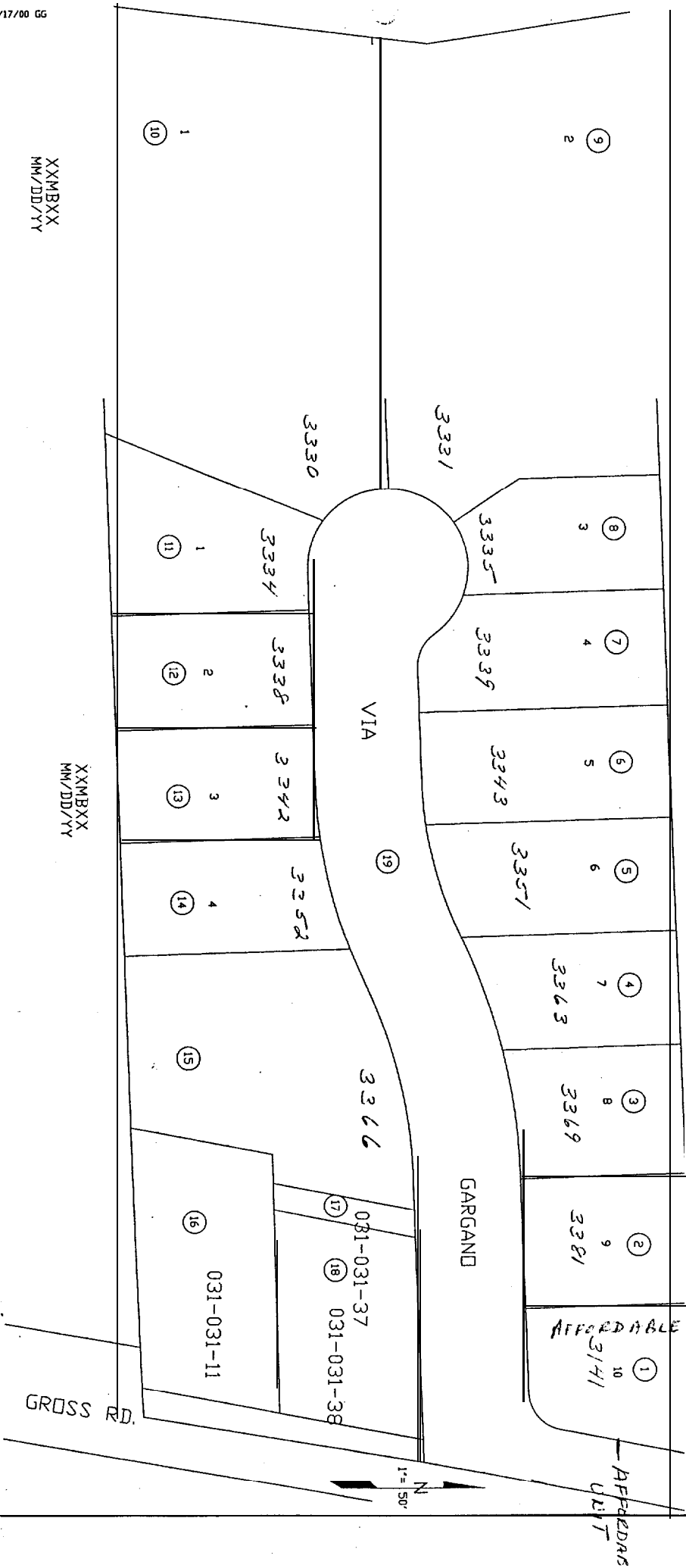
FOR TAX PURPOSES ONLY

THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSURES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 2000

FOR RANCHO ARROYO DEL RODEO
NE. 1/4 SEC. 16, T.11S., R.1W., M.D.B. & M.

Tax Area Code
96-103

T31 28



Note - Assessor's Parcel & Block
Numbers Shown in Circles.

Assessor's Map No. 31-28
County of Santa Cruz, Calif
August, 2000

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND WE CONSENT TO THE MAKING OF SAID MAP AND SAID SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES, PURSUANT TO SECTION 66436 OF THE GOVERNMENT CODE.

WE HEREBY OFFER FOR DEDICATION TO THE COUNTY OF SANTA CRUZ PARCEL "A" FOR ROAD PURPOSES AND THE 5 FOOT WIDE EASEMENT OVER LOT 1 FOR PEDESTRIAN, STORM DRAIN, WATER LINE AND SANITARY SEWER PURPOSES. WE HEREBY OFFER PARCEL "A" AND THE 6 FOOT STRIP LABELED "P.U.E." FOR PUBLIC UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION.

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 OVER AND ACROSS AND IN THE LANDS SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, PARCEL A, AND THE 5 FOOT STRIP LABELED SEWER, WATER, STORM DRAIN & PEDESTRIAN EASEMENT AND THE 6 FOOT STRIP LABELED P.U.E. 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 PROVISIONS, THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, MAY STILL EXERCISE ALL RIGHTS HEREIN FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING, LAYING, OR RELAYING 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.

THE HOLCOMB CORPORATION, OWNER

GREATER BAY BANCORP. TRUSTEE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

ON THIS THE _____ DAY OF _____ IN THE YEAR 200__, BEFORE ME
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED _____

PERSONALLY KNOWN TO ME (OR PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE PERSONS WHOSE
NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT
BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON
BEHALF OF WHICH THE PERSONS ACTED EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC IN AND FOR THE
COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

ON THIS THE _____ DAY OF _____ IN THE YEAR 200__, BEFORE ME
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED _____

PERSONALLY KNOWN TO ME
(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE
PERSON WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED
CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OR
THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC IN AND FOR THE
COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

AUDITOR'S STATEMENT

I HEREBY STATE THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LAND INCLUDED WITHIN THE SUBDIVISION OR AGAINST ANY PART THEREOF EXCEPT TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOT YET PAYABLE, AND WHICH IT IS HEREBY ESTIMATED WILL NOT EXCEED THE SUM OF \$ _____ FOR THE YEAR OF 2001-2002, AND THAT SAID LAND IS NOT NOR IS ANY PORTION THEREOF SUBJECT TO ANY SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN PAID IN FULL AND THAT THIS CERTIFICATE DOES NOT INCLUDE ANY ASSESSMENTS 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

CLERK OF THE BOARD'S STATEMENT

THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ DOES HEREBY STATE THAT ALL CERTIFICATES AND SECURITIES REQUIRED 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.

EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA

DATED _____

BY _____
DEPUTY

SURVEYOR'S STATEMENT

THIS MAP AND SURVEY WAS MADE IN MAY 2000 BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, PURSUANT TO SECTION 66441 OF THE GOVERNMENT CODE, OR WILL BE SET IN THOSE POSITIONS WITHIN TWO YEARS AFTER THE RECORDATION OF THIS MAP. THESE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

(SIGNED AND SEALED)

DONALD R. SNYDER LICENSED LAND SURVEYOR NO. 5515
RENEWAL DATE 9/30/2004

RIGHT OF WAY, EASEMENT AND OTHER INTERESTS

THE FOLLOWING EXCEPTIONS TO TITLE APPEAR ON THE TITLE REPORT:

ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT:

- (A) SOME PORTION OF SAID PROPERTY HAS BEEN CREATED BY ARTIFICIAL MEANS, OR HAS ACCRETED TO SUCH PORTION SO CREATED.
- (B) SOME PORTION OF SAID PROPERTY HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF, OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION, BY AN AVULSIVE MOVEMENT
- OF _____ : RODEO GULCH

SUCH RIGHTS AND EASEMENTS FOR NAVIGATION AND FISHERY WHICH MAY EXIST OVER THAT PORTION OF SAID PROPERTY LYING BENEATH THE WATERS OF _____ : RODEO GULCH

A WATER AGREEMENT BETWEEN N.P. HILDEBRAND ET UX WITH THOMAS W. ADAMS, DATED NOVEMBER 14, 1918 IN VOLUME 14 OF AGREEMENTS, PAGE 323, SANTA CRUZ COUNTY RECORDS, RELATIVE TO WELLS ON THE LANDS OF BALLINGER (FORMERLY HILDEBRAND) 1/2 OF WATER, RIGHT OF WAY FOR PIPE LINE, MAINTENANCE, ETC.

STATEMENT OF THE BOARD OF SUPERVISORS

IT IS HEREBY ORDERED THAT THE MAP OF TRACT NO. 1431 RODEO CREEK BE, AND THE SAME IS HEREBY APPROVED, THAT ALL OF THE STREETS OR OTHER PARCELS OF LAND SHOWN ON SAID MAP AND THEREON OFFERED FOR DEDICATION ARE REJECTED FOR ROAD, STORM DRAIN, WATER LINE AND SANITARY SEWER PURPOSES. RIGHTS OF WAY AND EASEMENTS OFFERED FROM PUBLIC UTILITIES PURPOSES, INCLUDING, BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION ARE HEREBY ACCEPTED. WE HEREBY ACCEPT THE 5 FOOT EASEMENT OVER LOT 1 FOR PEDESTRIAN PURPOSES. WE REJECT THE DEDICATION TO THE CITY OF SANTA CRUZ.

I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, AT A MEETING OF SAID BOARD HELD ON THE _____ DAY OF _____, 200__.

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

BY _____ SUPERVISING CLERK OF THE BOARD

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF SECTION 66442 OF THE GOVERNMENT CODE AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

(SIGNED AND SEALED)

COUNTY SURVEYOR LICENSE NO. HCE 26862
RENEWAL DATE 03-31-05

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 200__ AT _____ M. IN BOOK
_____ OF MAPS AT PAGE _____ AT THE REQUEST OF _____

COUNTY RECORDER

BY _____
DEPUTY

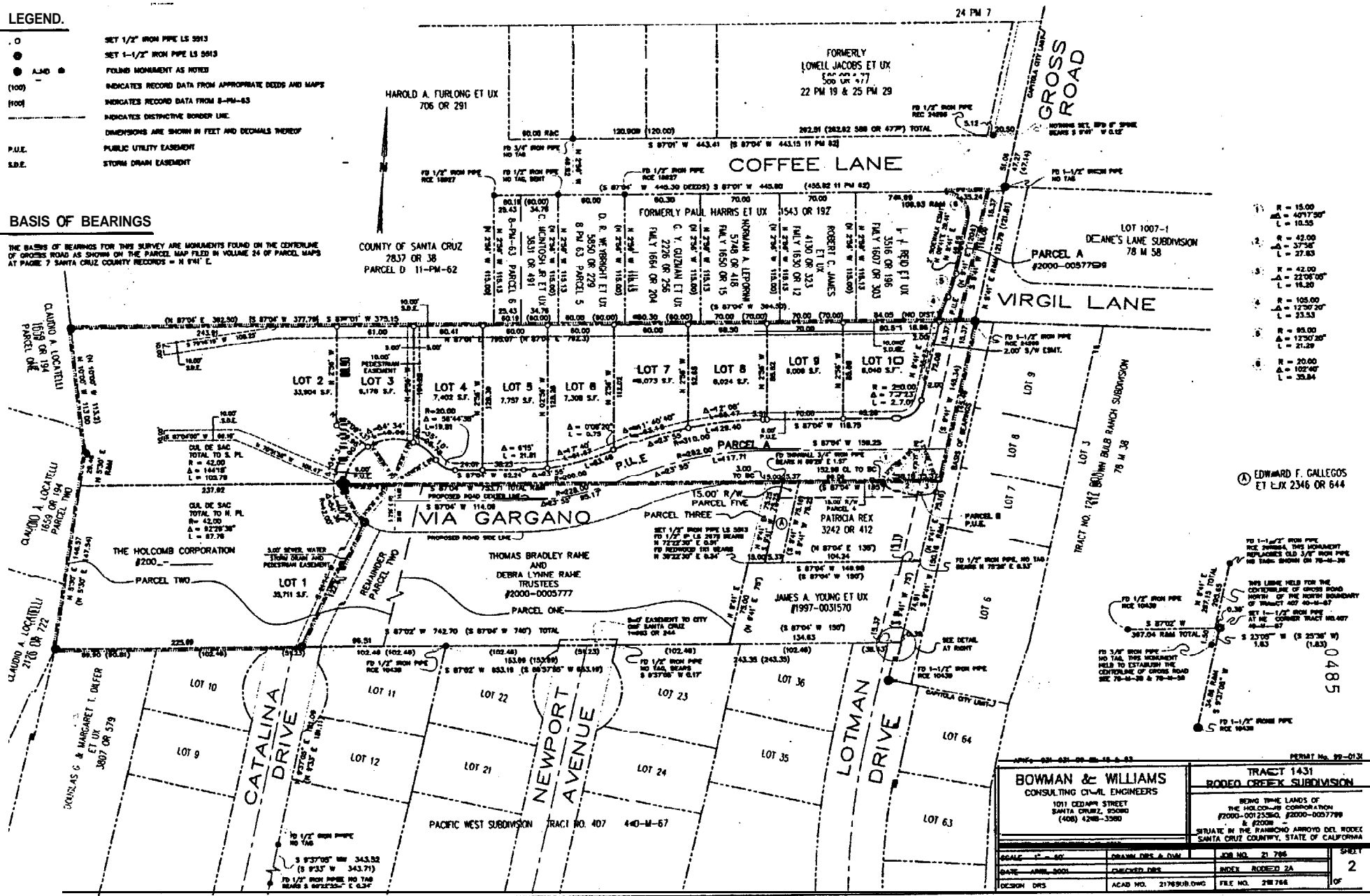
APNs 031-031-09 & 15 & 83		PERMIT NO. 99-01	
BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (408) 426-3580		TRACT 1431 RODEO CREEK SUBDIVISION BEING THE LANDS OF THE HOLCOMB CORPORATION #2000-0012250, #2000-0057799 & #2000 SITUATE IN THE RANCHO ARROYO DEL RODEO SANTA CRUZ COUNTY, STATE OF CALIFORNIA	
SCALE: NONE	DRAWN: PLOTTER	JOB NO. 21768	SHEET 1
DATE: APRIL 2001	CHECKED	INDEX: RODEO 2A	OF
DESIGN: DRS	ACAD NO. 21768A.DWG	FILE NO. 21768	

LEGEND.

- . O SET 1/2" IRON PIPE LS 3013
 ● SET 1-1/2" IRON PIPE LS 3013
 ● FOLDED MONUMENT AS NOTED
 (100) INDICATES RECORD DATA FROM APPROPRIATE DEEDS AND MAPS
 (100) INDICATES RECORD DATA FROM S-M-63
 _____ INDICATES DISTINCTIVE BORDER LINE
 DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF
 P.U.E. PUBLIC UTILITY EASEMENT
 S.D.E. STORM DRAIN EASEMENT

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY ARE MONUMENTS FOUND ON THE CENTERLINE OF GROSS ROAD AS SHOWN ON THE PARCEL MAP FILED IN VOLUME 24 OF PARCEL MAPS AT PAGE 2 SANTA CRUZ COUNTY RECORDS - N 84° E.



NOTES

1. LOTS SHALL BE CONNECTED FOR WATER SERVICE TO CITY OF SANTA CRUZ WATER DEPARTMENT.
2. LOTS SHALL BE CONNECTED FOR SEWER SERVICE TO SANTA CRUZ COUNTY SANITATION DISTRICT.
3. ALL FUTURE CONSTRUCTION OF THE LOTS SHALL CONFORM TO THE ARCHITECTURAL, FLOOR PLANS AND ELEVATIONS, AND THE SITE ANALYSIS AS STATED OR DEPICTED IN EXHIBIT 'A' 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, AND/OR STUCCO. 1-1/2" TYPE SIDING IS NOT ALLOWED. EXTERIOR COLOR COMBINATIONS SHALL BE INTERPRETED THROUGHOUT THE DEVELOPMENT.
 - c. NOTWITHSTANDING THE APPROVED PRELIMINARY ARCHITECTURAL PLANS, ALL FUTURE DEVELOPMENT SHALL COMPLY WITH THE DEVELOPMENT STANDARDS FOR THE R-1-B ZONE DISTRICT. NO RESIDENCE SHALL EXCEED A 30% LOT COVERAGE, OR A 50% FLOOR AREA RATIO, OR OTHER STANDARD MAY BE ESTABLISHED FOR THE ZONE DISTRICT.
 - d. ALL FENCING PROPOSED FOR LOT 10 SHALL MEET ZONING CODE HEIGHT REQUIREMENTS. NO EXCEPTION SHALL BE ALLOWED.
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% OF THE TOTAL LANDSCAPED AREA. TURF AREA SHALL BE OF LOW TO MODERATE WATER-USING VARIETIES, SUCH AS TALL OR DRYW FESCUE.

b. PLANT SELECTION. AT LEAST 80% OF THE PLANT MATERIALS SELECTED FOR NON-TURF AREAS (EQUIVALENT TO 80% 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% OF THE PLANT MATERIALS IN NON-TURF AREAS (EQUIVALENT TO 15% 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 8 INCHES AND AMENDED WITH 30 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 PREVENT 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 SYSTEM SHALL BE DESIGNED TO AVOID RUNOFF, OVERWATER, LOW HEAD DRAINAGE, OR OTHER SIMILAR CONDITIONS WHERE WATER FLOWS ONTO ADJACENT PROPERTY, NON-IRRIGATION 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 HYDROZONES. THE IRRIGATION SCHEDULE SHALL DESIGNATE THE THING AND FREQUENCY OF IRRIGATION FOR EACH ZONE 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 PRESSURE REGULATORS, AUTOMATED CONTROLLERS, LOW VOLUME SPRINKLER HEADS, Drip OR EMITTER IRRIGATION SYSTEM, RAIN SHUTOFF DEVICES, AND OTHER EQUIPMENT SHALL BE USED TO MAXIMIZE THE EFFICIENCY OF WATER APPLIED TO THE LANDSCAPE.

PLANTINGS HAVING SIMILAR WATER REQUIREMENTS SHALL BE GROUPED TOGETHER IN DISTINCT HYDROZONES AND SHALL BE IRRIGATED SEPARATELY.

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

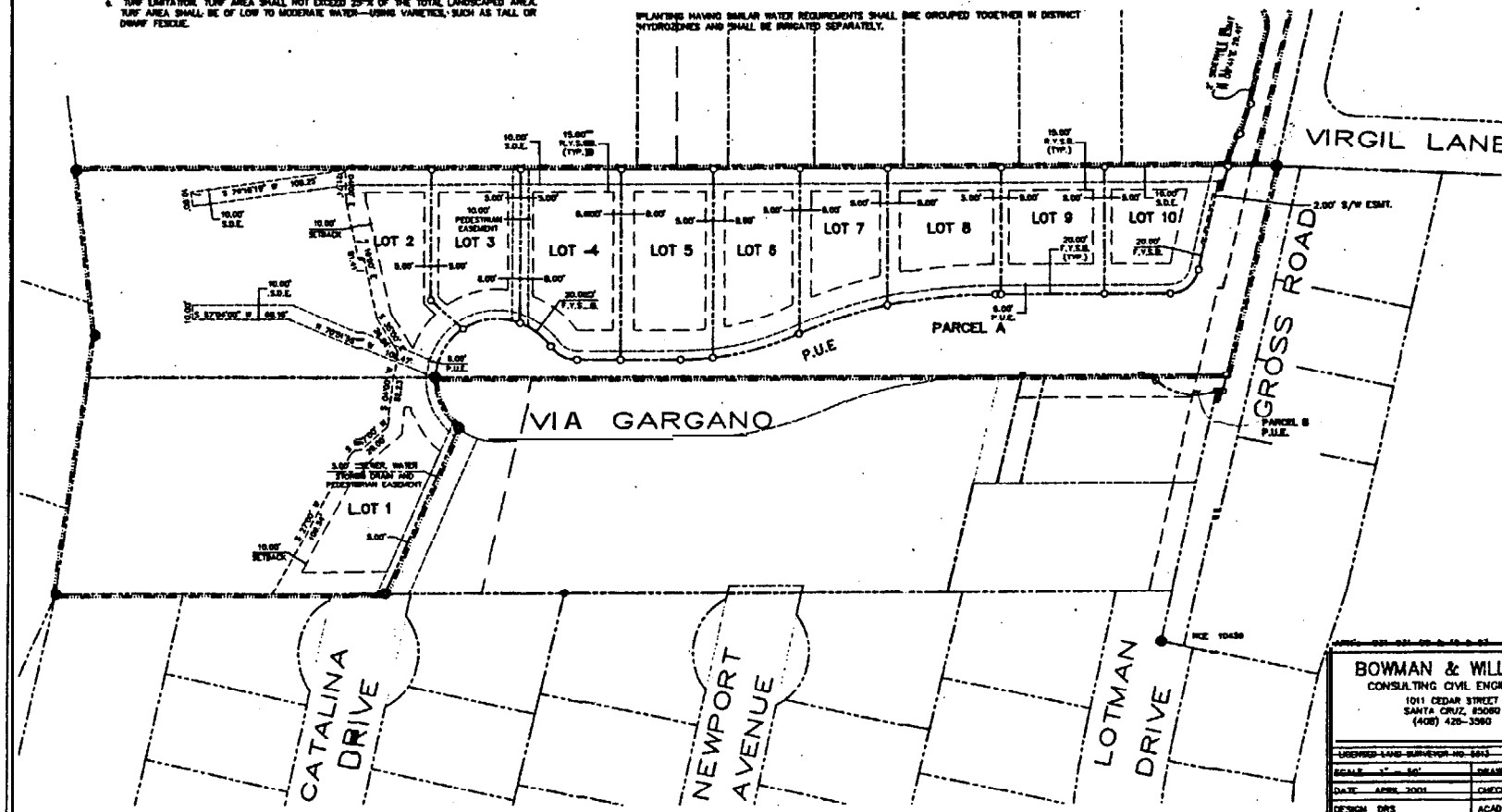
e. ALL IRRIGATING SHALL CONFORM TO THE LANDSCAPE PLAN SHOWN AS PART OF "EXHIBIT 'A'". THE FOLLOWING SPECIFIC LANDSCAPE REQUIREMENTS APPLY:

- i. FORTY-ONE, MINIMUM 15-GALLON SIZE STREET TREES OF A SPECIES SELECTED FROM COUNTY UNIFORM FORESTRY MASTER PLAN SHALL BE PLANTED, THIRTY-SEVEN WITHIN THE REQUIRED LANDSCAPE STRIP, FOUR ON LOT 10. A Drip IRRIGATION SYSTEM SHALL BE INSTALLED IN THE REQUIRED LANDSCAPE STRIP, WHICH MAY BE CONNECTED TO THE ADJACENT INDIVIDUAL LOT. TREE SPECIES, QUANTITIES AND PLACEMENT SHALL CONFORM TO EXHIBIT 'A', LANDSCAPE PLAN, THIRTEEN EDITION DATED JANUARY 10, 2008.
- 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 INDICATED THE MANNER IN WHICH EXISTING TREES, WHICH WILL BE RETAINED, SHALL BE PROTECTED DURING ROAD CONSTRUCTION.
- iv. TO MITIGATE THE LOSS OF THE MATURE CYPRESS ON LOT 9, THREE MONTEREY CYPRESS (C. MACROCARPA) 15 GALLON OR LARGER, SHALL BE PLANTED WITHIN THE PARK ADJACENT TO THE SITE. IN THE CASE THAT THE PARKS AND RECREATION DEPARTMENT DOES NOT APPROVE OF THESE CYPRESS, THREE COAST LAURE OAKS (QUERCUS AGROFOLIA) SHALL BE PLANTED AT THE TOP (EASTERN EDGE) OF THE RIPARIAN AREA, EAST OF THE EUCALYPTUS. THE LANDSCAPE PLAN SHALL PROVIDE FOR MAINTENANCE AND MONITORING UNTIL THE TREES ARE ESTABLISHED.
- v. TO MITIGATE THE LOSS OF FOUR NATIVE TREES (THREE OAKS AND ONE BAY) TO ACCOMMODATE CONSTRUCTION OF "LA GARGANO", TEN ADDITIONAL COAST LAURE OAKS 15 GALLON OR LARGER SHALL BE PLANTED AT THE TOP (EASTERN EDGE) OF THE RIPARIAN AREA, OUTSIDE THE DRAINAGE OF THE EUCALYPTUS. THE LANDSCAPE PLAN SHALL PROVIDE FOR MAINTENANCE AND MONITORING UNTIL THE TREES ARE ESTABLISHED.

f. ALL FUTURE DEVELOPMENT ON THE LOTS SHALL COMPLY WITH THE REQUIREMENTS OF THE PROJECT GEOLOGICAL REPORT.

g. 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.

h. 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. TWO WARRANT CONSIDERATION AT THE PUBLIC HEARING REQUIRED 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.



NON-TITLE INFORMATION

LEG END

R.Y.S.B. REAR YARD SET BACK
F.Y.S.B. FRONT YARD SET BACK

BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, 95060 (408) 426-3360		TRACT 1431 RODOLFO CREEK SUBDIVISION BEING THE LANDS OF THE HOLDEN CORPORATION (27000-0012550, 27000-0057799 & 27000-0057799) SITUATE IN THE RAMON ARROYO DEL RIO, SANTA CRUZ COUNTY, STATE OF CALIFORNIA	
ORDERED-LAND SURVEYOR NO. 3663 SCALE: 1" = 60' DATE: APRIL 2004 DESIGN: DMS	DRAWN: DMS & DVM CHECKED: DMS ACAD NO. 217865.DWG	JOB NO. 21786 PROJECT: RODOLFO 2A FILE NO. 21786	SHEET 3 OF