

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz 0305

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: JUNE 19, 2001

June 7, 2001

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

SUBJECT: TRACT 1339, GRAHAM HILL ESTATES
ASSESSORS PARCEL NUMBERS 61-451-01, 61-451-02,
61-451-03, AND 61-451-04

Members of the Board:

Submitted herewith is the final map for Tract 1339, Graham Hill Estates, containing 11 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 Bank of America dated May 30, 2001, in the amount of \$7,500,375.00 for the following items:

Faithful Performance Security	\$ 4,986,000.00
Labor and Materials Security	\$ 2,493,000.00
Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance)	\$ 2,493,000.00
Inspection	\$ 5,000.00 (cash)
Monumentation	\$ 21,375.00

The Guarantee, Warranty, and Maintenance amount of \$2,493,000.00 is not included in the total \$7,500,375.00, submitted in accordance with the Subdivision Agreement.

The subdivider has paid \$80,500.00 to the Tax Collector to secure the 2001/2002 taxes for the project.

The subdivider has made an additional deposit of \$13,600.00 to allow the County to initiate eminent domain actions to acquire two small pieces of right of way at the intersection of Graham Hill Road and Sims Road, which are necessary for the installation of a traffic signal.

The subdivision agreement provides for reimbursement to the subdivider for the cost of the installation of the signal by the County up to a maximum amount of \$250,000.00, as provided for in the approved tentative map conditions.

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 June 7, 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 133 9, Graham Hill Estates.
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 a copy of 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,

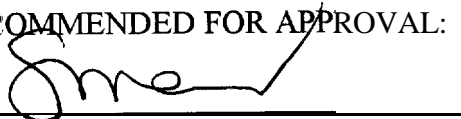


THOMAS L. BOLICH
Director of Public Works

CDR:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Plating Department
Peter Dunne, Standard Pacific Homes

STATEMENT OF OWNER

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP AND THAT WE ARE THE ONLY PERSONS NECESSARILY TO SIGN SAID MAP PURSUANT TO THE PROVISIONS OF SECTION 6644(e) OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AND WE CONSENT TO THE MAKING OF SAID MAP AND SAID SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

WE ALSO OFFER FOR DEDICATION TO SANTA CRUZ COUNTY THE AREAS MARKED AS "PARKED" FOR ROAD, SWATHY SENSE (S.E.), AND PUBLIC UTILITY PURPOSES, INCLUDING CONSTRUCTION, MAINTENANCE, INSTALLATION AND REPAIR OF THE ROADWAY AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION.

WE ALSO OFFER FOR DEDICATION TO SANTA CRUZ COUNTY THE AREA MARKED AS PARCELS B AND D FOR PARK PURPOSES.

WE ALSO OFFER FOR DEDICATION TO SANTA CRUZ COUNTY THE AREAS MARKED AS "DRAINAGE ACCESS EASEMENTS" (E.A.E.) FOR DRAINAGE ACCESS AND MAINTENANCE PURPOSES OF AN EQUESTRIAN AND HIKING TRAIL.

WE ALSO OFFER FOR DEDICATION TO SANTA CRUZ COUNTY THE AREAS MARKED AS "STORM DRAIN EASEMENT" (S.D.E.) ACROSS PARCEL A FOR THE CONSTRUCTION, MAINTENANCE, INSTALLATION AND REPAIR OF STORM DRAINAGE FACILITIES.

WE ALSO OFFER FOR DEDICATION TO SANTA CRUZ COUNTY THE AREAS MARKED AS "SWATHY SENSE EASEMENT" (S.S.E.) ACROSS PARCEL A FOR THE CONSTRUCTION, MAINTENANCE, INSTALLATION AND REPAIR OF SEMI FACILITIES.

CRIMINALS ACROSS ALL LOTS SHOWN HEREON ARE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS GOVERNING THIS SUBDIVISION.

WE ALSO OFFER FOR DEDICATION TO SANTA CRUZ COUNTY A PORTION OF PARCEL A MARKED AS "TOSTAL PASTURE BIOTIC PRESERVATION EASEMENT" (SEE SHEET 10) SUBJECT TO THE TERMS OF THE AGREEMENT GRANTING A BIOTIC PRESERVATION EASEMENT TO SANTA CRUZ COUNTY RECORDED BY SEPARATE INSTRUMENT.

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STATEMENT OF TRUSTEE

RBF CONSULTING

DATE: 10/10/2007
 BY: *[Signature]*
 TITLE: Vice President Title Secretary
 SANTA CRUZ TITLE COMPANY, A CALIFORNIA CORPORATION

ACKNOWLEDGMENT STATEMENT
 STATE OF CALIFORNIA
 COUNTY OF SANTA CRUZ
 I, PATRICK J. TAMI, A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, HEREBY STATE THAT I, OR SOMEONE UNDER MY DIRECTION, HAVE SURVEYED THE LAND FOR AND PREPARED THIS FINAL MAP OF TRACT NO. 1339, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, THAT SAID SURVEY WAS PERFORMED FROM NOVEMBER 1997 THROUGH JANUARY 1998, AND THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS ON OR BEFORE FEBRUARY 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETAINED.

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GRAHAM HILL ESTATES TRACT 1339

BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE PARCEL MAP FILED OCTOBER 1, 1998 IN VOLUME 55 OF PARCEL MAPS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATED IN SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 7 WEST, AND SECTIONS 1 AND 2, TOWNSHIP 11 SOUTH, RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN.

STATEMENT OF COUNTY SURVEYOR

1981 N. BROADWAY, SUITE 205
 WALNUT CREEK, CALIFORNIA 94596-0817
 925.906.1460 • FAX 925.906.1465 • WWW.RBF.COM

STATE OF CALIFORNIA
 COUNTY SURVEYOR OF THE COUNTY OF SANTA CRUZ
 REC 26862 EXPIRES 3-31-05

STATEMENT OF SURVEYOR
 STATE OF CALIFORNIA
 COUNTY OF SANTA CRUZ
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CERTIFICATE OF BOARD OF SUPERVISORS

IT IS HEREBY ORDERED THAT THE MAP OF TRACT NO. 1339 BE, AND THE SAME IS HEREBY APPROVED. WE HEREBY ACCEPT ALL OFFERS FOR EASEMENTS, ACCESS AND PUBLIC UTILITY EASEMENTS, INCLUDING BUT NOT LIMITED TO THE PACIFIC BELL CORPORATION. WE ALSO HEREBY ACCEPT THE OFFER OF PARCELS B AND D FOR PARK PURPOSES AND PARCEL E AND THOSE STRIPS OF LAND LABELED "E.O.E." FOR EQUESTRIAN PURPOSES. WE HEREBY REQUEST ALL OTHER OFFERS.

CERTIFICATE OF CLERK OF BOARD
 BY: SUPERVISING BOARD CLERK
 THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA.

CERTIFICATE OF CLERK OF BOARD
 BY: SUPERVISING BOARD CLERK
 THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITIES ON BEHALF OF THE COUNTY OF SANTA CRUZ.

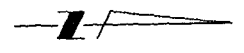
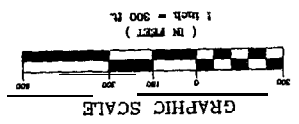
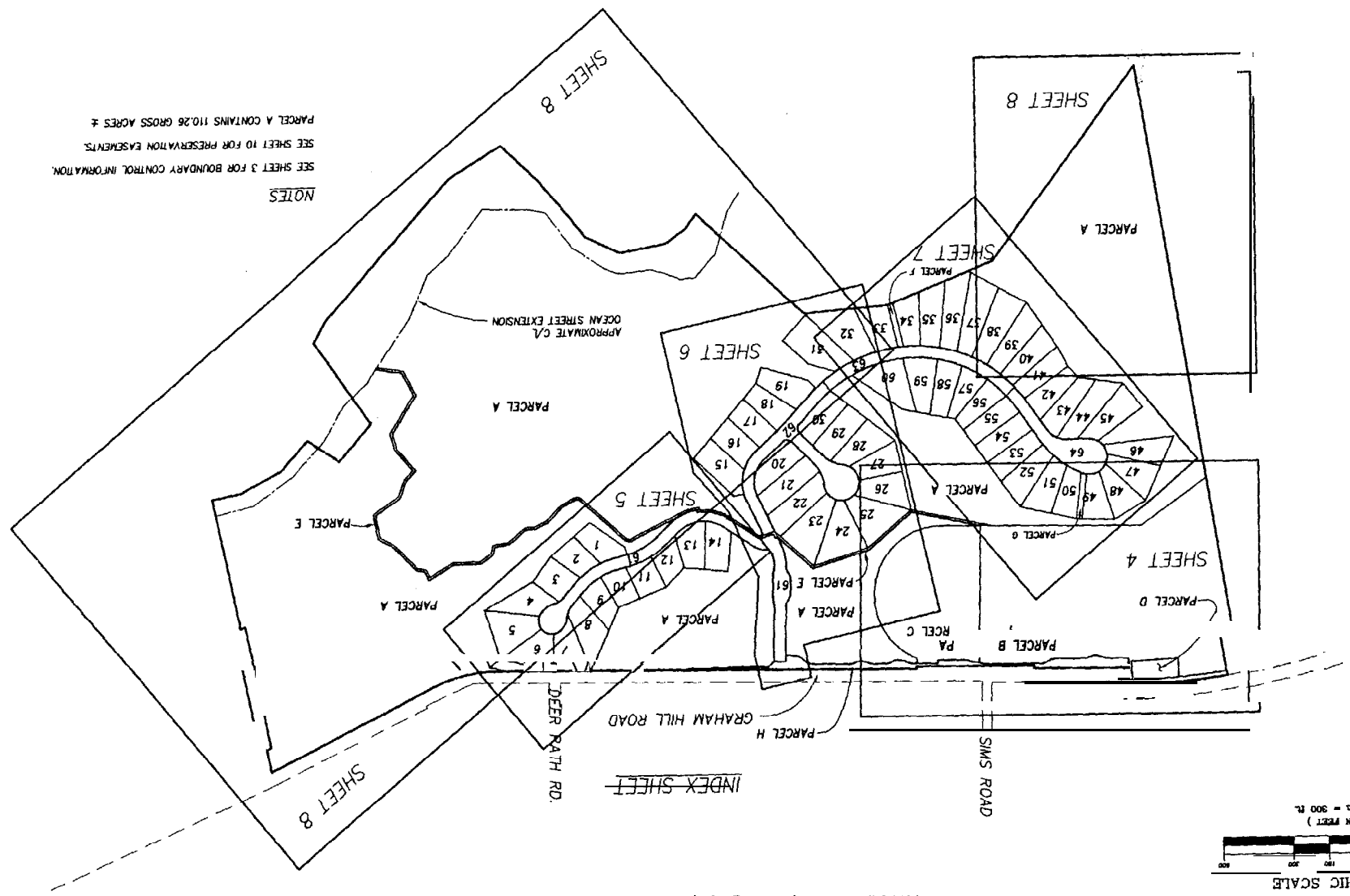
TAX AND ASSESSMENT CERTIFICATE
 I HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR AGAINST ANY PART THEREOF, EXCEPT TAXES WHICH ARE NOT YET PAYABLE AND WHICH IT IS HEREBY ESTIMATED WILL NOT EXCEED THE SUM OF \$ _____ FOR THE YEARS 2001-2002, 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.

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 COUNTY OF SANTA CRUZ
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CERTIFICATE OF RECORDER
 SERIAL NUMBER
 I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED AT _____ M. ON _____ DAY OF _____, 2007, 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 RECORDED ON THE _____ DAY OF _____, 2007, IN VOLUME _____ OF MAPS.

A2

NOTES
SEE SHEET 3 FOR BOUNDARY CONTROL INFORMATION.
SEE SHEET 10 FOR PRESERVATION EASEMENTS.
PARCEL A CONTAINS 110.26 GROSS ACRES ±



IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA.
BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE
PARCEL MAP FILED OCTOBER 16, 1998 IN VOLUME 55 OF PARCEL MAPS, PAGE 37 IN THE
OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATED IN PROJECTED
SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND SECTIONS 1 AND 2,
TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN.

GRAHAM HILL ESTATES TRACT 1339

RBF
CONSULTING
1961 N. BROADWAY, SUITE 205
WALNUT CREEK, CALIFORNIA 94596-3817
925.906.1460 • FAX 925.906.1465 • WWW.RBF.COM

PBF
CONSULTING

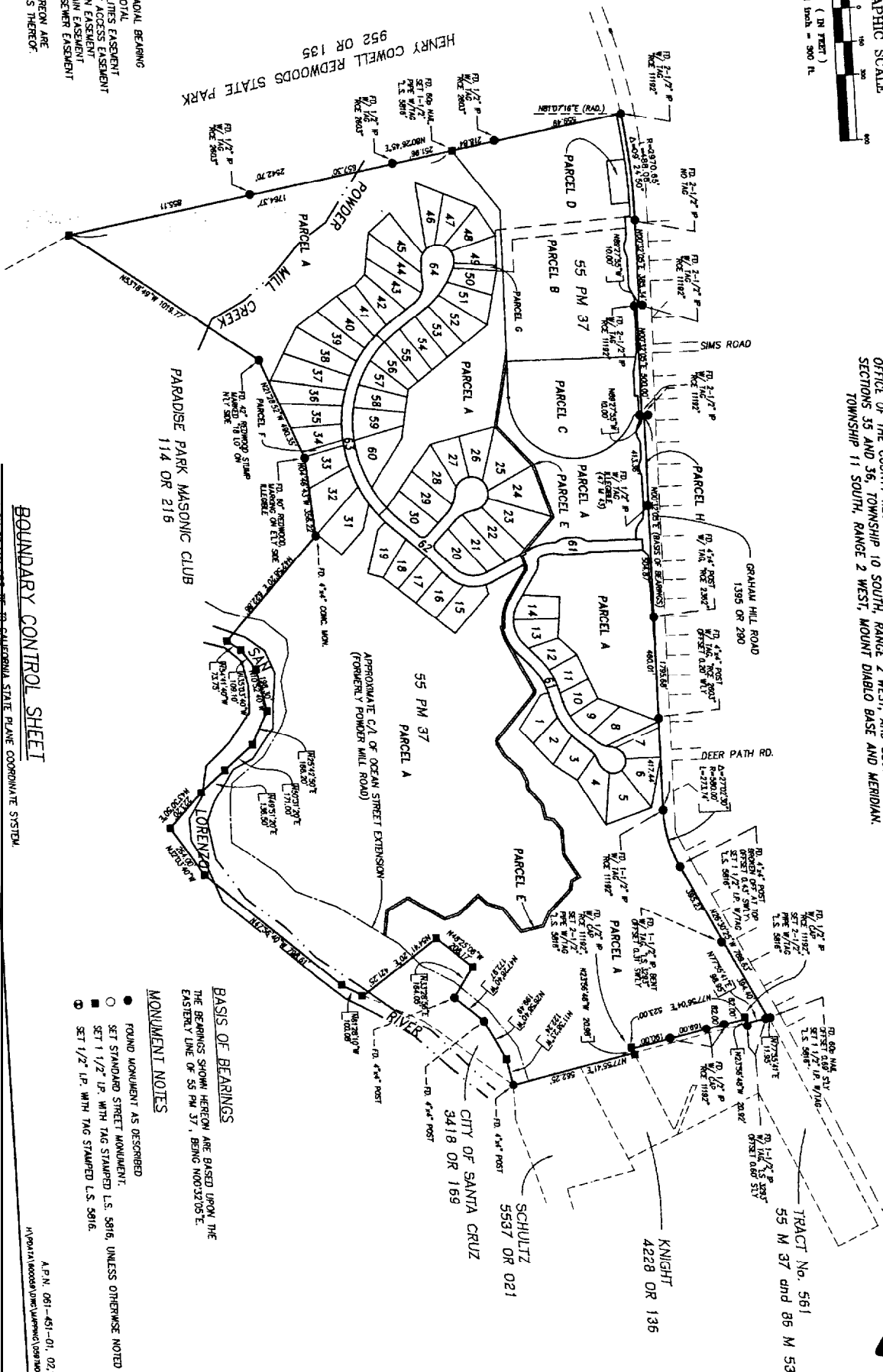
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925.906.1460 • FAX 925.906.1465 • www.FEE.com

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A.P.N. 061-451-01, 02, 03
H:\DATA\660005\DMC\MAPPERC\059\MOU.D

MONUMENT NOTES

- FOUND MONUMENT AS DESCRIBED
- SET STANDARD STREET MONUMENT;
- SET 1 1/2" IP, WITH TAG STAMPED L.S. 5616.
- SET 1 1/2" IP, WITH TAG STAMPED L.S. 5616.



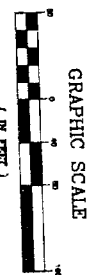
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PLANNING ■ DESIGN ■ CONSTRUCTION
980 N. BROADWAY, SUITE 205
WALNUT CREEK, CALIFORNIA 94596-3807
925.908.1400 • FAX 925.908.1405 • WWW.RBF.COM

NOTES
SEE SHEET 3 FOR BASIS OF
BEARINGS AND MONUMENT NOTES



DATA TABLE		
NO.	Bearing/DELTA	LENGTH
L1	N00°08'28"E	22.39
L2	N00°32'05"E	63.80
L3	N00°32'05"E	24.06
L4	N00°32'05"E	61.06
L5	N00°32'05"E	68.80
L6	N00°32'05"E	68.80
L7	N00°32'05"E	68.80
L8	N00°32'05"E	68.80
L9	N00°32'05"E	68.80
L10	N00°32'05"E	68.80
L11	N00°32'05"E	68.80
L12	N00°32'05"E	68.80
L13	N00°32'05"E	68.80
L14	N00°32'05"E	68.80
L15	N00°32'05"E	68.80
L16	N00°32'05"E	68.80
L17	N00°32'05"E	68.80
L18	N00°32'05"E	68.80
L19	N00°32'05"E	68.80
L20	N00°32'05"E	68.80
L21	N00°32'05"E	68.80
L22	N00°32'05"E	68.80
L23	N00°32'05"E	68.80
L24	N00°32'05"E	68.80
L25	N00°32'05"E	68.80
L26	N00°32'05"E	68.80
L27	N00°32'05"E	68.80
L28	N00°32'05"E	68.80
L29	N00°32'05"E	68.80
L30	N00°32'05"E	68.80
L31	N00°32'05"E	68.80
L32	N00°32'05"E	68.80
L33	N00°32'05"E	68.80
L34	N00°32'05"E	68.80
L35	N00°32'05"E	68.80
L36	N00°32'05"E	68.80
L37	N00°32'05"E	68.80
L38	N00°32'05"E	68.80
L39	N00°32'05"E	68.80
L40	N00°32'05"E	68.80
L41	N00°32'05"E	68.80
L42	N00°32'05"E	68.80
L43	N00°32'05"E	68.80
L44	N00°32'05"E	68.80
L45	N00°32'05"E	68.80
L46	N00°32'05"E	68.80
L47	N00°32'05"E	68.80
L48	N00°32'05"E	68.80
L49	N00°32'05"E	68.80
L50	N00°32'05"E	68.80
L51	N00°32'05"E	68.80
L52	N00°32'05"E	68.80
L53	N00°32'05"E	68.80
L54	N00°32'05"E	68.80
L55	N00°32'05"E	68.80
L56	N00°32'05"E	68.80
L57	N00°32'05"E	68.80
L58	N00°32'05"E	68.80
L59	N00°32'05"E	68.80
L60	N00°32'05"E	68.80
L61	N00°32'05"E	68.80
L62	N00°32'05"E	68.80
L63	N00°32'05"E	68.80
L64	N00°32'05"E	68.80
L65	N00°32'05"E	68.80
L66	N00°32'05"E	68.80
L67	N00°32'05"E	68.80
L68	N00°32'05"E	68.80
L69	N00°32'05"E	68.80
L70	N00°32'05"E	68.80
L71	N00°32'05"E	68.80
L72	N00°32'05"E	68.80
L73	N00°32'05"E	68.80
L74	N00°32'05"E	68.80
L75	N00°32'05"E	68.80
L76	N00°32'05"E	68.80
L77	N00°32'05"E	68.80
L78	N00°32'05"E	68.80
L79	N00°32'05"E	68.80
L80	N00°32'05"E	68.80
L81	N00°32'05"E	68.80
L82	N00°32'05"E	68.80
L83	N00°32'05"E	68.80
L84	N00°32'05"E	68.80
L85	N00°32'05"E	68.80
L86	N00°32'05"E	68.80
L87	N00°32'05"E	68.80
L88	N00°32'05"E	68.80
L89	N00°32'05"E	68.80
L90	N00°32'05"E	68.80
L91	N00°32'05"E	68.80
L92	N00°32'05"E	68.80
L93	N00°32'05"E	68.80
L94	N00°32'05"E	68.80
L95	N00°32'05"E	68.80
L96	N00°32'05"E	68.80
L97	N00°32'05"E	68.80
L98	N00°32'05"E	68.80
L99	N00°32'05"E	68.80
L100	N00°32'05"E	68.80

DATA TABLE (CON'T)		
NO.	Bearing/DELTA	LENGTH
C18	N00°32'05"E	17.45
C19	N00°32'05"E	159.30
L50	N00°32'05"E	159.30
L51	N00°32'05"E	159.30
L52	N00°32'05"E	159.30
L53	N00°32'05"E	159.30
L54	N00°32'05"E	159.30
L55	N00°32'05"E	159.30
L56	N00°32'05"E	159.30
L57	N00°32'05"E	159.30
L58	N00°32'05"E	159.30
L59	N00°32'05"E	159.30
L60	N00°32'05"E	159.30
L61	N00°32'05"E	159.30
L62	N00°32'05"E	159.30
L63	N00°32'05"E	159.30
L64	N00°32'05"E	159.30
L65	N00°32'05"E	159.30
L66	N00°32'05"E	159.30
L67	N00°32'05"E	159.30
L68	N00°32'05"E	159.30
L69	N00°32'05"E	159.30
L70	N00°32'05"E	159.30
L71	N00°32'05"E	159.30
L72	N00°32'05"E	159.30
L73	N00°32'05"E	159.30
L74	N00°32'05"E	159.30
L75	N00°32'05"E	159.30
L76	N00°32'05"E	159.30
L77	N00°32'05"E	159.30
L78	N00°32'05"E	159.30
L79	N00°32'05"E	159.30
L80	N00°32'05"E	159.30
L81	N00°32'05"E	159.30
L82	N00°32'05"E	159.30
L83	N00°32'05"E	159.30
L84	N00°32'05"E	159.30
L85	N00°32'05"E	159.30
L86	N00°32'05"E	159.30
L87	N00°32'05"E	159.30
L88	N00°32'05"E	159.30
L89	N00°32'05"E	159.30
L90	N00°32'05"E	159.30
L91	N00°32'05"E	159.30
L92	N00°32'05"E	159.30
L93	N00°32'05"E	159.30
L94	N00°32'05"E	159.30
L95	N00°32'05"E	159.30
L96	N00°32'05"E	159.30
L97	N00°32'05"E	159.30
L98	N00°32'05"E	159.30
L99	N00°32'05"E	159.30
L100	N00°32'05"E	159.30

GRAHAM HILL ROAD

PARCEL D
0.37 ACRES ±

PARCEL B
14.16 ACRES ±

PARCEL C
5.17 ACRES ±

PARCEL A
4.74 ACRES ±

55 PM 37

PARCEL A
22.40 ACRES ±

FOREST PRESERVATION
EASEMENT

APN 061-451-011
HYDRA (Federal Lands) (Unimproved)

SHEET 7

42

GRAHAM HILL ESTATES - TRACT 1339

IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE PARCEL MAP FILED OCTOBER 16, 1996 IN VOLUME 55 OF PARCEL MAPS, PAGE 57 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATE IN PROTECTED SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND SECTIONS 1 AND 2, TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN.

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WALNUT CREEK, CALIFORNIA 94596-3817
925.906.1400 • FAX 925.906.1455 • WWW.RBF.COM

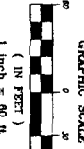
SHEET 5 OF 11 SHEETS

PLAN ■ DESIGN ■ CONSTRUCTION

0311

PARCEL H
1.29 ACRES ±
SEE SHEET 4, 5 & 6
SEE DETAIL A

PARCEL A
6.60 ACRES ±



NO.	BRAC/DELT/1	ROUS	LENGTH
1	N6°35'00"E	---	65.00'
2	N6°35'00"E	---	30.00'
3	N6°35'00"E	---	30.00'
4	N6°35'00"E	---	30.00'
5	N6°35'00"E	---	30.00'
6	N6°35'00"E	---	30.00'
7	N6°35'00"E	---	30.00'
8	N6°35'00"E	---	30.00'
9	N6°35'00"E	---	30.00'
10	N6°35'00"E	---	30.00'
11	N6°35'00"E	---	30.00'
12	N6°35'00"E	---	30.00'
13	N6°35'00"E	---	30.00'
14	N6°35'00"E	---	30.00'
15	N6°35'00"E	---	30.00'
16	N6°35'00"E	---	30.00'
17	N6°35'00"E	---	30.00'
18	N6°35'00"E	---	30.00'
19	N6°35'00"E	---	30.00'
20	N6°35'00"E	---	30.00'
21	N6°35'00"E	---	30.00'
22	N6°35'00"E	---	30.00'
23	N6°35'00"E	---	30.00'
24	N6°35'00"E	---	30.00'
25	N6°35'00"E	---	30.00'
26	N6°35'00"E	---	30.00'
27	N6°35'00"E	---	30.00'
28	N6°35'00"E	---	30.00'
29	N6°35'00"E	---	30.00'
30	N6°35'00"E	---	30.00'

NOTES
SEE SHEET 3 FOR BASIS OF BEARINGS
AND MONUMENT NOTES

DETAIL A
MIS

DETAIL B
MIS

DETAIL C
MIS

DETAIL D
MIS

DETAIL E
MIS

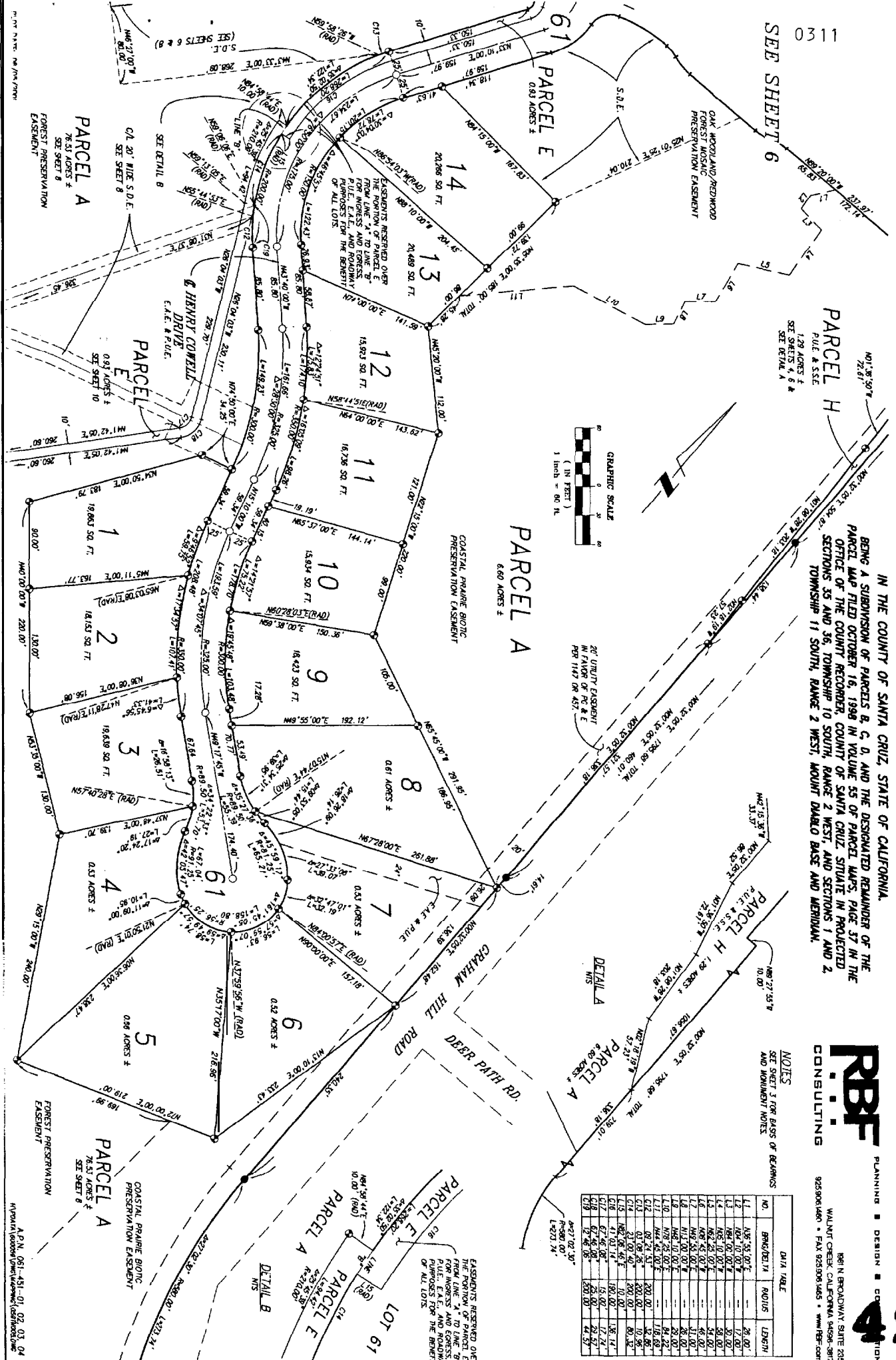
DETAIL F
MIS

DETAIL G
MIS

DETAIL H
MIS

DETAIL I
MIS

DETAIL J
MIS



PLAN DATE: 06/14/2004

ADN: 06/14/2004 02:03:04
MPTVIA: 06/14/2004 02:03:04

GRAHAM HILL ESTATES - TRACT 1339

IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA,
 BEING A SUBDIVISION OF PARCELS A, C, D, AND THE DESIGNATED REMAINDER OF THE
 PARCEL MAP FILED OCTOBER 16, 1988 IN VOLUME 55 OF PARCEL MAPS, PAGE 37 IN THE
 OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATE IN PROJECTED
 SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, MOUNT Diablo BASE AND MERIDIAN,
 TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT Diablo BASE AND MERIDIAN.



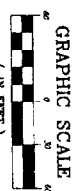
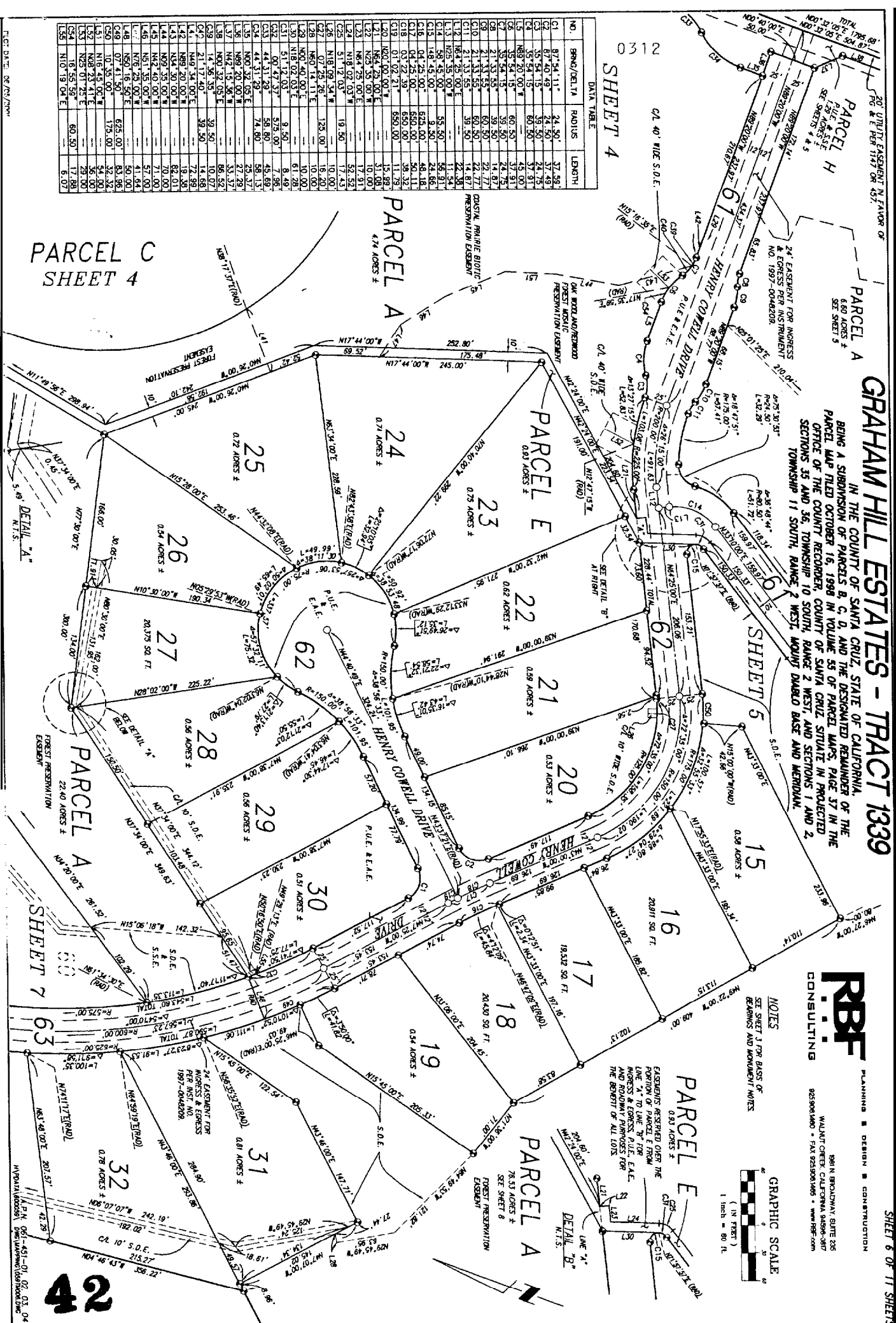
PLANNING ■ DESIGN ■ CONSTRUCTION
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 WILSON, CALIFORNIA 94094-3807
 925.906.4400 • FAX 925.908.4465 • WWW.RBF.COM

SHEET 6 OF 11 SHEETS

0312
 SHEET 4

NO.	BRG/DELTA	RADIUS	LENGTH
C1	87°54'11"	24.50'	37.58'
C2	87°40'49"	24.50'	37.49'
C3	85°54'15"	35.50'	24.75'
C4	85°54'15"	80.50'	37.91'
C5	86°20'00"	60.50'	45.00'
C6	35°54'19"	60.50'	37.91'
C7	35°54'19"	35.50'	24.75'
C8	21°33'55"	80.50'	22.77'
C9	21°33'55"	39.50'	14.87'
C10	21°33'55"	39.50'	22.38'
C11	21°33'55"	39.50'	22.38'
C12	86°20'00"	60.50'	45.00'
C13	85°54'15"	80.50'	37.91'
C14	85°54'15"	35.50'	24.75'
C15	87°40'49"	24.50'	37.49'
C16	87°54'11"	24.50'	37.58'
C17	01°02'21"	650.00'	39.32'
C18	01°02'21"	650.00'	11.73'
C19	01°02'21"	650.00'	11.73'
C20	01°02'21"	650.00'	11.73'
C21	01°02'21"	650.00'	11.73'
C22	01°02'21"	650.00'	11.73'
C23	01°02'21"	650.00'	11.73'
C24	01°02'21"	650.00'	11.73'
C25	01°02'21"	650.00'	11.73'
C26	01°02'21"	650.00'	11.73'
C27	01°02'21"	650.00'	11.73'
C28	01°02'21"	650.00'	11.73'
C29	01°02'21"	650.00'	11.73'
C30	01°02'21"	650.00'	11.73'
C31	01°02'21"	650.00'	11.73'
C32	01°02'21"	650.00'	11.73'
C33	01°02'21"	650.00'	11.73'
C34	01°02'21"	650.00'	11.73'
C35	01°02'21"	650.00'	11.73'
C36	01°02'21"	650.00'	11.73'
C37	01°02'21"	650.00'	11.73'
C38	01°02'21"	650.00'	11.73'
C39	01°02'21"	650.00'	11.73'
C40	01°02'21"	650.00'	11.73'
C41	01°02'21"	650.00'	11.73'
C42	01°02'21"	650.00'	11.73'
C43	01°02'21"	650.00'	11.73'
C44	01°02'21"	650.00'	11.73'
C45	01°02'21"	650.00'	11.73'
C46	01°02'21"	650.00'	11.73'
C47	01°02'21"	650.00'	11.73'
C48	01°02'21"	650.00'	11.73'
C49	01°02'21"	650.00'	11.73'
C50	01°02'21"	650.00'	11.73'
C51	01°02'21"	650.00'	11.73'
C52	01°02'21"	650.00'	11.73'
C53	01°02'21"	650.00'	11.73'
C54	01°02'21"	650.00'	11.73'
C55	01°02'21"	650.00'	11.73'
C56	01°02'21"	650.00'	11.73'
C57	01°02'21"	650.00'	11.73'
C58	01°02'21"	650.00'	11.73'
C59	01°02'21"	650.00'	11.73'
C60	01°02'21"	650.00'	11.73'
C61	01°02'21"	650.00'	11.73'
C62	01°02'21"	650.00'	11.73'
C63	01°02'21"	650.00'	11.73'
C64	01°02'21"	650.00'	11.73'
C65	01°02'21"	650.00'	11.73'
C66	01°02'21"	650.00'	11.73'
C67	01°02'21"	650.00'	11.73'
C68	01°02'21"	650.00'	11.73'
C69	01°02'21"	650.00'	11.73'
C70	01°02'21"	650.00'	11.73'
C71	01°02'21"	650.00'	11.73'
C72	01°02'21"	650.00'	11.73'
C73	01°02'21"	650.00'	11.73'
C74	01°02'21"	650.00'	11.73'
C75	01°02'21"	650.00'	11.73'
C76	01°02'21"	650.00'	11.73'
C77	01°02'21"	650.00'	11.73'
C78	01°02'21"	650.00'	11.73'
C79	01°02'21"	650.00'	11.73'
C80	01°02'21"	650.00'	11.73'
C81	01°02'21"	650.00'	11.73'
C82	01°02'21"	650.00'	11.73'
C83	01°02'21"	650.00'	11.73'
C84	01°02'21"	650.00'	11.73'
C85	01°02'21"	650.00'	11.73'
C86	01°02'21"	650.00'	11.73'
C87	01°02'21"	650.00'	11.73'
C88	01°02'21"	650.00'	11.73'
C89	01°02'21"	650.00'	11.73'
C90	01°02'21"	650.00'	11.73'
C91	01°02'21"	650.00'	11.73'
C92	01°02'21"	650.00'	11.73'
C93	01°02'21"	650.00'	11.73'
C94	01°02'21"	650.00'	11.73'
C95	01°02'21"	650.00'	11.73'
C96	01°02'21"	650.00'	11.73'
C97	01°02'21"	650.00'	11.73'
C98	01°02'21"	650.00'	11.73'
C99	01°02'21"	650.00'	11.73'
C100	01°02'21"	650.00'	11.73'

PARCEL C
 SHEET 4



NOTES
 SEE SHEET 1 FOR BASE OF
 BEARINGS AND MONUMENT NOTES

PARCEL E
 0.93 ACRES ±
 EASEMENTS RESERVED OVER THE
 PORTION OF PARCEL E FROM
 LINE 'A' TO LINE 'B' FOR
 ACCESS & EGRESS, P.U.E., E.A.E.,
 AND ROADWAY PURPOSES FOR
 THE BENEFIT OF ALL LOTS

PARCEL A
 78.53 ACRES ±
 FOREST PRESERVATION
 EASEMENT

GRAHAM HILL ESTATES - TRACT 1339

PARCEL B

2

PARCEL A
22.40 ACRES ±

PARCEL A

0313
SHEET 4
P.U.E.

0313

BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE PARCEL, MAP FILED OCTOBER 16, 1996 IN VOLUME 55 OF PARCEL MAPS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ. SITUATE IN PROJECTED SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND SECTIONS 1 AND 2, TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN.

SHEET 6

DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
1	$MA_3 \cdot 36 \cdot 30^\circ H$	50.00'
2	$38 \cdot 48 \cdot 30^\circ$	5.75.00'	399.50'
3	$08 \cdot 16 \cdot 30^\circ$	5.75.00'	81.05'
4	$38 \cdot 48 \cdot 30^\circ$	5.53.00'	364.76'
5	$MA_3 \cdot 36 \cdot 30^\circ H$	78.00'
6	$127 \cdot 28 \cdot 32^\circ H$	6.04'

PARCEL A

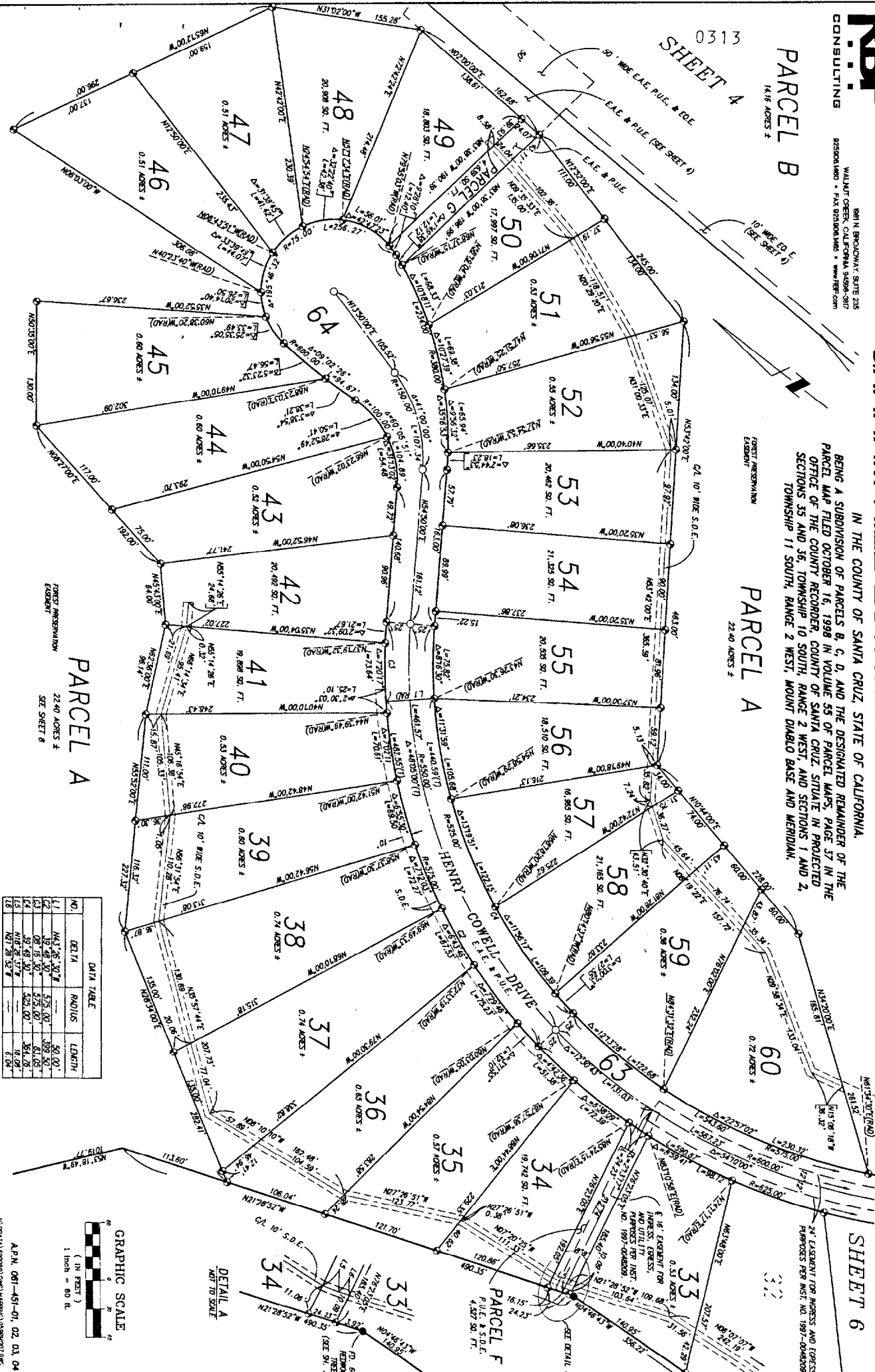
FOREST PRESERVATION
EASEMENT

SEE SHEET 8

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

A.P.N. 061-451-01, 02, 03, 04



GRAHAM HILL ESTATES - TRACT 1339

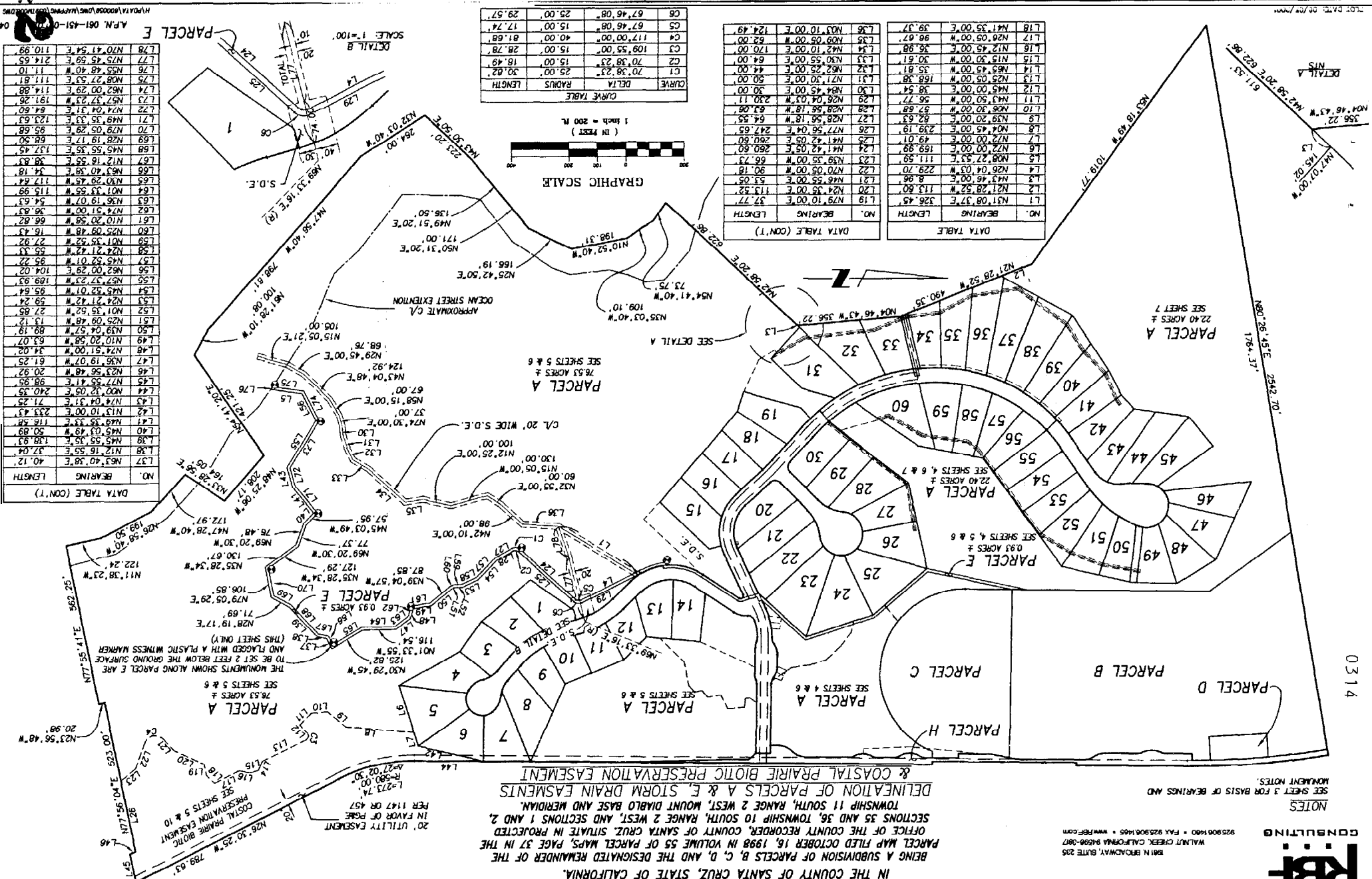
IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA,
 BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE
 OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATE IN PROJECTED
 SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND SECTIONS 1 AND 2,
 TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN.
 DELINEATION OF PARCELS A & E, STORM DRAIN EASEMENTS
 & COASTAL PRAIRIE BIOTIC PRESERVATION EASEMENT

NOTES
 SEE SHEET 3 FOR BASIS OF BEARINGS AND
 MONUMENT NOTES.

801 N. BROADWAY, SUITE 235
 WALNUT CREEK, CALIFORNIA 94596-0817
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PLANNING ■ DESIGN ■ CONSTRUCTION



CURVE	DELTA	RADIUS	LENGTH
C1	70° 38' 23"	25.00'	30.82'
C2	70° 38' 23"	15.00'	18.40'
C3	109° 55' 00"	40.00'	28.78'
C4	117° 00' 00"	40.00'	81.68'
C5	67° 46' 08"	15.00'	17.74'
C6	67° 46' 08"	25.00'	29.57'

NO.	BEARING	LENGTH
L1	N31°08'37"E	326.45'
L2	N41°28'52"W	113.60'
L3	N43°46'00"E	8.96'
L4	N68°04'03"W	229.70'
L5	N08°27'53"E	111.59'
L6	N22°00'00"E	169.99'
L7	N22°00'00"E	49.01'
L8	N04°45'00"E	239.19'
L9	N39°30'00"W	82.63'
L10	N06°30'00"W	57.69'
L11	N03°50'00"W	56.77'
L12	N45°50'00"E	38.54'
L13	N65°05'00"W	168.38'
L14	N65°45'00"W	35.81'
L15	N15°30'00"W	30.61'
L16	N12°45'00"E	36.98'
L17	N26°09'00"W	96.67'
L18	N41°35'00"E	38.37'
L19	N07°10'00"E	37.77'
L20	N24°35'00"E	113.52'
L21	N46°55'00"E	53.05'
L22	N70°05'00"W	90.18'
L23	N59°35'00"W	68.73'
L24	N41°42'05"E	260.60'
L25	N41°42'05"E	260.60'
L26	N77°56'04"E	247.65'
L27	N28°56'18"W	64.55'
L28	N28°56'18"W	63.08'
L29	N28°04'03"W	230.11'
L30	N84°45'00"E	30.00'
L31	N71°30'00"E	50.00'
L32	N62°25'00"E	44.00'
L33	N30°55'00"E	64.00'
L34	N42°10'00"E	170.00'
L35	N09°05'00"W	52.00'
L36	N03°10'00"E	124.49'

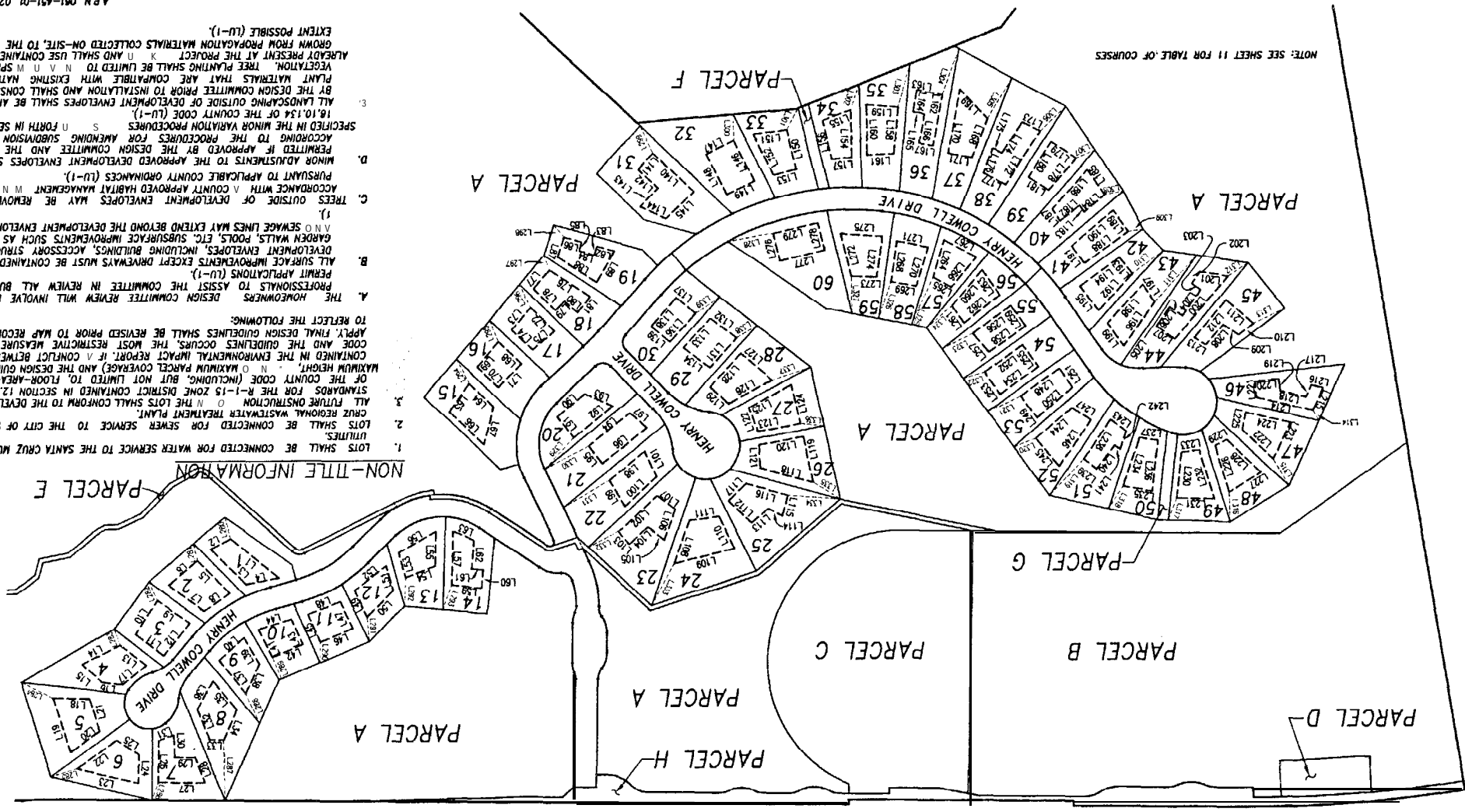
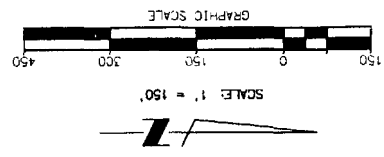
DATA TABLE (CON'T)	NO.	BEARING	LENGTH
L37	N63°40'36"E	40.12'	
L38	N12°16'55"E	37.04'	
L39	N45°55'35"E	138.83'	
L40	N49°35'33"E	116.58'	
L41	N15°10'00"E	233.43'	
L42	N14°04'31"E	240.35'	
L43	N07°32'05"E	240.35'	
L44	N77°55'41"E	98.95'	
L45	N23°56'48"E	20.92'	
L46	N36°19'07"W	20.92'	
L47	N74°51'00"W	61.25'	
L48	N10°20'58"W	63.07'	
L49	N39°04'57"E	89.19'	
L50	N25°09'48"W	13.12'	
L51	N07°32'05"E	240.35'	
L52	N07°32'05"E	240.35'	
L53	N77°55'41"E	98.95'	
L54	N23°56'48"E	20.92'	
L55	N36°19'07"W	20.92'	
L56	N74°51'00"W	61.25'	
L57	N10°20'58"W	63.07'	
L58	N39°04'57"E	89.19'	
L59	N25°09'48"W	13.12'	
L60	N07°32'05"E	240.35'	
L61	N07°32'05"E	240.35'	
L62	N77°55'41"E	98.95'	
L63	N23°56'48"E	20.92'	
L64	N36°19'07"W	20.92'	
L65	N74°51'00"W	61.25'	
L66	N10°20'58"W	63.07'	
L67	N39°04'57"E	89.19'	
L68	N25°09'48"W	13.12'	
L69	N07°32'05"E	240.35'	
L70	N07°32'05"E	240.35'	
L71	N77°55'41"E	98.95'	
L72	N23°56'48"E	20.92'	
L73	N36°19'07"W	20.92'	
L74	N74°51'00"W	61.25'	
L75	N10°20'58"W	63.07'	
L76	N39°04'57"E	89.19'	
L77	N25°09'48"W	13.12'	
L78	N07°32'05"E	240.35'	
L79	N07°32'05"E	240.35'	
L80	N77°55'41"E	98.95'	
L81	N23°56'48"E	20.92'	
L82	N36°19'07"W	20.92'	
L83	N74°51'00"W	61.25'	
L84	N10°20'58"W	63.07'	
L85	N39°04'57"E	89.19'	
L86	N25°09'48"W	13.12'	
L87	N07°32'05"E	240.35'	
L88	N07°32'05"E	240.35'	
L89	N77°55'41"E	98.95'	
L90	N23°56'48"E	20.92'	
L91	N36°19'07"W	20.92'	
L92	N74°51'00"W	61.25'	
L93	N10°20'58"W	63.07'	
L94	N39°04'57"E	89.19'	
L95	N25°09'48"W	13.12'	
L96	N07°32'05"E	240.35'	
L97	N07°32'05"E	240.35'	
L98	N77°55'41"E	98.95'	
L99	N23°56'48"E	20.92'	
L100	N36°19'07"W	20.92'	
L101	N74°51'00"W	61.25'	
L102	N10°20'58"W	63.07'	
L103	N39°04'57"E	89.19'	
L104	N25°09'48"W	13.12'	
L105	N07°32'05"E	240.35'	
L106	N07°32'05"E	240.35'	
L107	N77°55'41"E	98.95'	
L108	N23°56'48"E	20.92'	
L109	N36°19'07"W	20.92'	
L110	N74°51'00"W	61.25'	
L111	N10°20'58"W	63.07'	
L112	N39°04'57"E	89.19'	
L113	N25°09'48"W	13.12'	
L114	N07°32'05"E	240.35'	
L115	N07°32'05"E	240.35'	
L116	N77°55'41"E	98.95'	
L117	N23°56'48"E	20.92'	
L118	N36°19'07"W	20.92'	
L119	N74°51'00"W	61.25'	
L120	N10°20'58"W	63.07'	
L121	N39°04'57"E	89.19'	
L122	N25°09'48"W	13.12'	
L123	N07°32'05"E	240.35'	
L124	N07°32'05"E	240.35'	
L125	N77°55'41"E	98.95'	
L126	N23°56'48"E	20.92'	
L127	N36°19'07"W	20.92'	
L128	N74°51'00"W	61.25'	
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L130	N39°04'57"E	89.19'	
L131	N25°09'48"W	13.12'	
L132	N07°32'05"E	240.35'	
L133	N07°32'05"E	240.35'	
L134	N77°55'41"E	98.95'	
L135	N23°56'48"E	20.92'	
L136	N36°19'07"W	20.92'	
L137	N74°51'00"W	61.25'	
L138	N10°20'58"W	63.07'	
L139	N39°04'57"E	89.19'	
L140	N25°09'48"W	13.12'	
L141	N07°32'05"E	240.35'	
L142	N07°32'05"E	240.35'	
L143	N77°55'41"E	98.95'	
L144	N23°56'48"E	20.92'	
L145	N36°19'07"W	20.92'	
L146	N74°51'00"W	61.25'	
L147	N10°20'58"W	63.07'	
L148	N39°04'57"E	89.19'	
L149	N25°09'48"W	13.12'	
L150	N07°32'05"E	240.35'	
L151	N07°32'05"E	240.35'	
L152	N77°55'41"E	98.95'	
L153	N23°56'48"E	20.92'	
L154	N36°19'07"W	20.92'	
L155	N74°51'00"W	61.25'	
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L158	N25°09'48"W	13.12'	
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L160	N07°32'05"E	240.35'	
L161	N77°55'41"E	98.95'	
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L163	N36°19'07"W	20.92'	
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L173	N74°51'00"W	61.25'	
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L177	N07°32'05"E	240.35'	
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L190	N36°19'07"W	20.92'	
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L193	N39°04'57"E	89.19'	
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L197	N77°55'41"E	98.95'	
L198	N23°56'48"E	20.92'	
L199	N36°19'07"W	20.92'	
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L201	N10°20'58"W	63.07'	
L202	N39°04'57"E	89.19'	
L203	N25°09'48"W	13.12'	
L204	N07°32'05"E	240.35'	
L205	N07°32'05"E	240.35'	
L206	N77°55'41"E	98.95'	
L207	N23°56'48"E	20.92'	
L208	N36°19'07"W	20.92'	
L209	N74°51'00"W	61.25'	
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L228	N10°20'58"W	63.07'	
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L232	N07°32'05"E	240.35'	
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L236	N74°51'00"W	61.25'	
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L238	N39°04'57"E	89.19'	
L239	N25°09'48"W	13.12'	
L240	N07°32'05"E	240.35'	
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L261	N23°56'48"E	20.92'	
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L274	N39°04'57"E	89.19'	
L275	N25°09'48"W	13.12'	
L276	N07°32'05"E	240.35'	
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L286	N07°32'05"E	240.35'	
L287	N77°55'41"E	98.95'	
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L294	N07°32'05"E	240.35'	
L295	N07°32'05"E	240.35'	
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L299	N74°51'00"W	61.25'	
L300	N10°20'58"W	63.07'	

0315

GRAHAM HILL ESTATES - TRACT 1339

IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA,
BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE
PARCEL MAP FILED OCTOBER 16, 1996 IN VOLUME 55 OF PARCEL MAPS, PAGE 37 IN PROJECTED
OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATE IN PROJECTED
SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND SECTIONS 1 AND 2,
TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN.

NON-TITLE INFORMATION
&
BUILDING ENVELOPES



NOTE: SEE SHEET 11 FOR TABLE OF COURSES

- A. THE HOMEOWNERS DESIGN COMMITTEE REVIEW WILL INVOLVE DESIGN PROFESSIONALS TO ASSIST THE COMMITTEE IN REVIEW ALL BUILDING PERMIT APPLICATIONS (LU-1).
- B. ALL SURFACE IMPROVEMENTS EXCEPT DRIVEWAYS MUST BE CONTAINED WITHIN DEVELOPMENT ENVELOPES, INCLUDING BUILDINGS, ACCESSORY STRUCTURES, GARDEN WALLS, POOLS, ETC. SURFACE IMPROVEMENTS SUCH AS WATER AND SEWAGE LINES MAY EXTEND BEYOND THE DEVELOPMENT ENVELOPE (LU-1).
- C. TREES OUTSIDE OF DEVELOPMENT ENVELOPES MAY BE REMOVED IN ACCORDANCE WITH A COUNTY APPROVED HABITAT MANAGEMENT PLAN APPROVED PURSUANT TO APPLICABLE COUNTY ORDINANCES (LU-1).
- D. MINOR ADJUSTMENTS TO THE APPROVED DEVELOPMENT ENVELOPES SHALL BE PERMITTED IF APPROVED BY THE DESIGN COMMITTEE AND THE COUNTY ACCORDING TO THE PROCEDURES FOR AMENDING SUBDIVISION MAPS SPECIFIED IN THE MINOR VARIATION PROCEDURES.
- E. 10.154 OF THE COUNTY CODE (LU-1).
- F. ALL LANDSCAPING OUTSIDE OF DEVELOPMENT ENVELOPES SHALL BE APPROVED BY THE DESIGN COMMITTEE PRIOR TO INSTALLATION AND SHALL CONSIST OF PLANT MATERIALS THAT ARE COMPATIBLE WITH EXISTING NATIVE VEGETATION. TREE PLANTING SHALL BE LIMITED TO NATIVE SPECIES ALREADY PRESENT AT THE PROJECT AND SHALL USE CONTAINER STOCK GROWN FROM PROPAGATION MATERIALS COLLECTED ON-SITE, TO THE MAXIMUM EXTENT POSSIBLE (LU-1).

NON-TITLE INFORMATION

RBF
PLANNING ■ DESIGN ■ CONSTRUCTION
1801 N BROADWAY SUITE 200
WALNUT CREEK, CALIFORNIA 94596-3877
925.906.1490 • FAX 925.906.1465 • WWW.RBF.COM

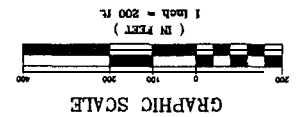
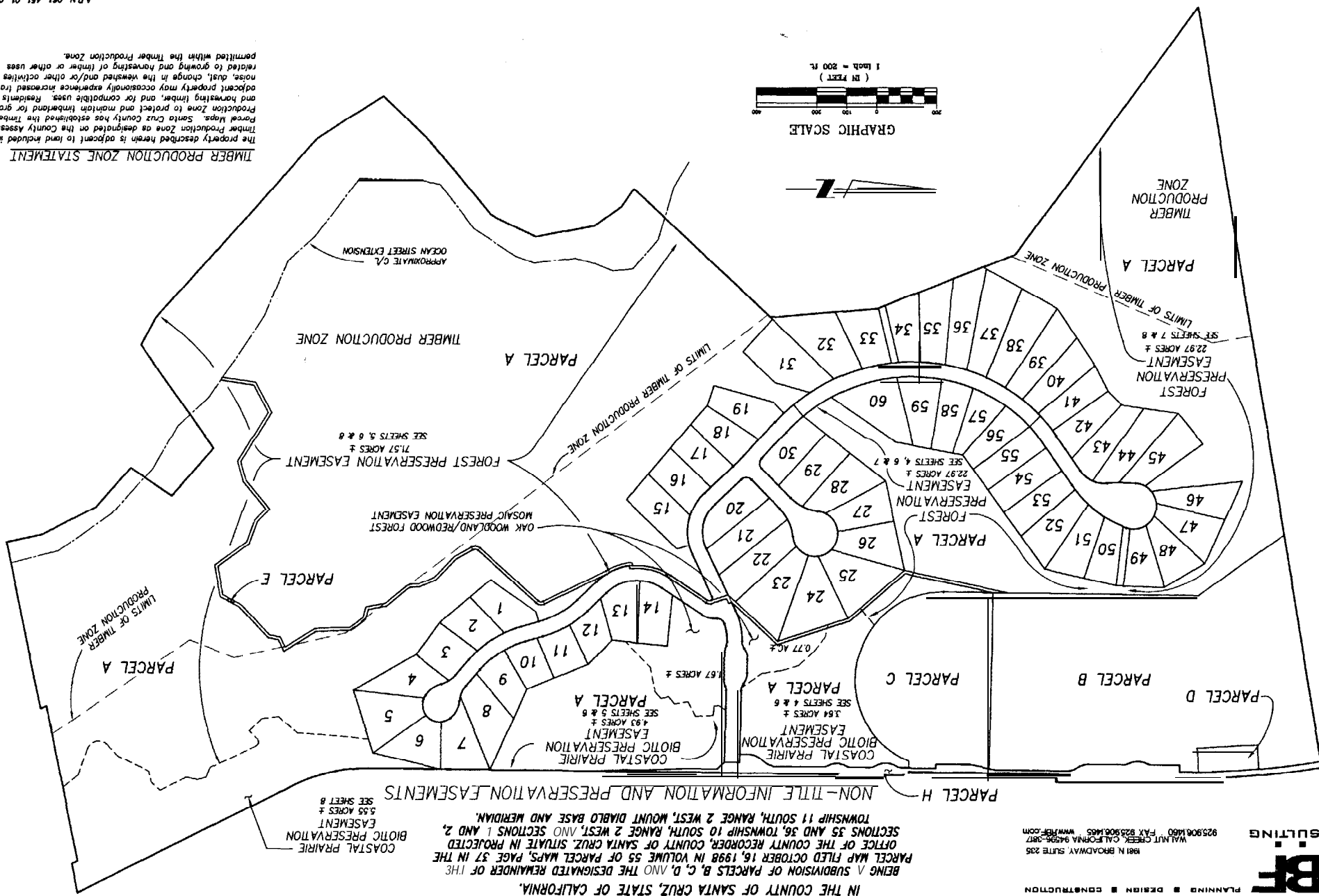
GRAHAM HILL ESTATES - TRACT 1339

RBF
CONSULTING
881 N. BROADWAY, SUITE 205
WALNUT CREEK, CALIFORNIA 94596-3817
925.906.1450 FAX 925.906.1465 WWW.RBF.COM

BEING A SUBDIVISION OF PARCELS B, C, D, AND THE DESIGNATED REMAINDER OF THE
PARCEL MAP FILED OCTOBER 16, 1998 IN VOLUME 55 OF PARCEL MAPS, PAGE 37 IN THE
OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CRUZ, SITUATE IN PROJECTED
SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND SECTIONS 1 AND 2,
TOWNSHIP 11 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN.

COASTAL PRAIRIE
BIOTIC PRESERVATION
EASEMENT
SEE SHEET 8
5.55 ACRES ±

NON-TITLE INFORMATION AND PRESERVATION EASEMENTS



TIMBER PRODUCTION ZONE STATEMENT
The property described herein is adjacent to land included in the
Timber Production Zone as designated on the County Assessor
Parcel Maps. Santa Cruz County has established the Timber
Production Zone to protect and maintain timberland for growth
and harvesting timber, and for compatible uses. Residents of
adjacent property may occasionally experience increased traffic
noise, dust, change in the viewshed and/or other activities
permitted within the Timber Production Zone.

SUBDIVISION AGREEMENT
(Partial Release Tract)

0318

THIS AGREEMENT, by and between STANDARD PACIFIC HOMES, 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 1339, Graham Hill Estates,' SUBDIVIDER has previously filed with the Santa Cruz County Planning Director a tentative map of said subdivision, which said tentative map was duly approved; and

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

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

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

WHEREAS, SUBDIVIDER hereby proposes to enter into an agreement with COUNTY, by the terms of which agreement SUBDIVIDER agrees to have the work and improvements set forth above completed on or before two years from the date of execution of this agreement, pursuant to Sections 14.01.5 10, et seq. of the Santa Cruz County Code.

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

1. CONSTRUCTION OF IMPROVEMENTS: SUBDIVIDER shall do all necessary work and construct the improvements described hereinabove, and complete such work and improvements in accordance with the provisions of the conditions of the tentative map approval, which are incorporated herein by reference. If the approved tentative map is amended, the SUBDIVIDER shall apply for and obtain an amendment to this agreement as necessary. All the improvements described above shall be completed on or before two years from the date of the execution of this agreement pursuant to Sections 14.0 1.10 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.

- A. The COUNTY shall reimburse SUBDIVIDER for the installation of a traffic signal at the intersection of Graham Hill Road and Sims Road, including the cost of acquisition of the necessary right-of-way. The reimbursement shall not exceed \$250,000.00 (excluding interest), per the bid proposal from Granite Construction Company dated April 16, 2001, plus right-of-way costs. The reimbursement shall be interest free if paid in full within five years of acceptance of the improvements by the COUNTY. The COUNTY will pay interest on any remaining balance after five years at a rate equal to the current rate of interest being earned on COUNTY investments. Interest will accrue on an annual basis. The reimbursement will be based upon actual receipts provided by the SUBDIVIDER to the COUNTY.

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 \$4,986,000.00 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 03 20 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 \$2,493,000.00, 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 \$ N/A (deposit made with Auditor-Controller)
- E. Monumentation Security in the amount of \$21,375 .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 \$2,493,000.00, which said security, by its terms, shall guarantee and warrant all work for a minimum period of twelve months following the completion and acceptance thereof by the Board against any defective work or labor done, or defective materials **furnished** and to maintain such work to the satisfaction of the COUNTY for said period, all as provided in Section 14.015 1 l(b) (3) of the Santa Cruz County Code and Section 66499.3(c) of the Government Code. The Guarantee Warranty & Maintenance Security shall be released twelve months after the completion of the work and provided that the workmanship is approved.

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

a. Water Purveyor City of Santa Cruz Water Department

0321

☐ Security held by County

☒ Security is held by agency

b. Fire Agency N/A

Name of Agency

☐ Security held by County.

☐ Security is held by Agency.

c. Utilities Pacific Bell

Name of Agency

☒ Security held by County: \$186,000.00

☐ 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) 60-011-18 and 61-412-15. 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 \$13,600.00 for processing and acquisition as outlined in the following condemnation clause.

SUBDIVIDER agrees to construct the signalization improvements and appurtenances as shown upon the approved improvement plans and assumes all costs associated with those improvements, including condemnation costs, subject to the reimbursement provisions in Section 1 .A. Construction of said signalization improvements and appurtenances requires the acquisition of right-of-way on those certain parcels known as Assessor Parcel Numbers (APN) 60-011-18 and 61-412-15.

Prior to filing the final map, SUBDIVIDER agrees to use best efforts to negotiate for acquisition of the required easement. Prior to the filing of the final map, SUBDIVIDER shall provide COUNTY with written documentation of acquisition efforts, including parties contacted, times of such contact, amounts offered, basis of offers, and property owner responses.

Prior to filing the final map, SUBDIVIDER agrees to deposit with the County of Santa Cruz a \$13,600.00 deposit to apply toward the costs required to acquire the right-of-way including attorney time, appraisal, and engineering services. County Counsel fees shall be billed at \$150.00 per hour or at the rate applicable at the time this provision is put into force. Upon receipt of the security, County Counsel shall retain an appraiser and initiate negotiations with the property owner(s) and, if necessary, shall initiate and diligently pursue eminent domain proceedings. Both parties acknowledge that the Santa Cruz County Board of Supervisors after authorizing staff to initiate eminent domain proceedings may, at its sole discretion, based on substantial legal justification and for good cause, determine not to proceed or to abandon the eminent domain proceedings.

The COUNTY shall consider initiation of a condemnation action pursuant to Civil Code Section 1001, Code of Civil Procedure Section 1245.325, Government Code Section 66462.5, and Santa Cruz County Code Chapter 14.01.

If the costs of acquisition are less than \$13,600.00, then the balance of the cash deposit thereon shall be refunded to SUBDIVIDER. If the COUNTY requires additional funds to pursue eminent domain proceedings, SUBDIVIDER shall submit within 30 days of a request by the COUNTY such additional funds.

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. 1339, Graham Hill Estates.

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

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on May 31, 2001.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: Peter F. Dunn
STANDARD PACIFIC HOMES
PETER F. DUNN
Address: Authorized Representative

42 West Campbell Ave., Ste. 300
Campbell, CA 95008

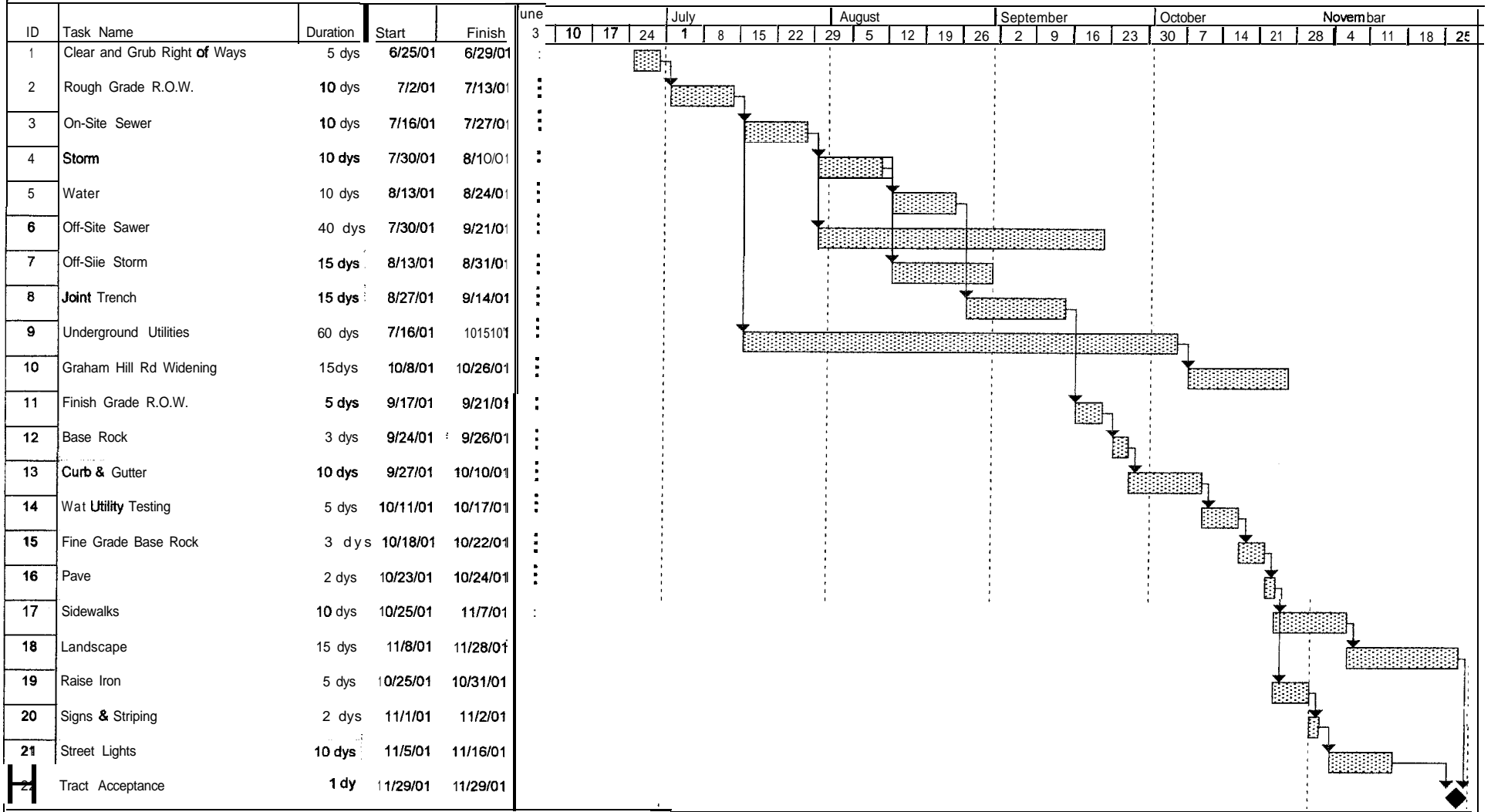
Phone: (408) 871-4400
FAX: (408) 871-4401

APPROVED AS TO FORM:

DMRae 6-1-01
Chief Assistant County Counsel

42

Graham Hill Estates (Terravel) Preliminary Construction Schedule



Project: Graham Hill Estates
Date: 6/7/01

Task

Split

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Split

Rolled Up Milestone

Rolled Up Progress

Edernat Tasks
Project Summary

Page 1

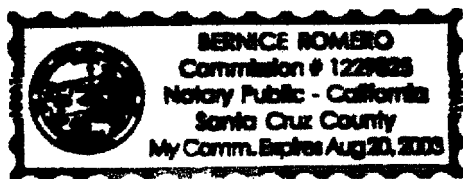
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On May 3, 2001, before me, Bernice Romero, Notary Public,
personally appeared Peter Dunne

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



WITNESS my hand and official seal.

Bernice Romero
(Signature of Notary Public)

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: Subdivision Agreement

Document Date: 5-31-01

Signer(s) Other Than Named Above: Thomas Bo'ich, County
Counsel

0326

MAY 3 1 2001

STANDARD PACIFIC
SOUTH BAY

PAGE: 1

DATE: MAY 30, 2001

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3038199

BENEFICIARY
COUNTY OF SANTA CRUZ
701 OCEAN STREET
SANTA CRUZ, CA 85080

APPLICANT
STANDARD PACIFIC HOMES OF
NORTHERN CALIFORNIA
42 WEST CAMPBELL AVE., SUITE 300
CAMPBELL, CA 95008

AMOUNT
NOT EXCEEDING USD 7,500,375.00
NOT EXCEEDING SEVEN MILLION FIVE
HUNDRED THOUSAND THREE HUNDRED
SEVENTY FIVE AND 00/100'S US DOLLARS

EXPIRATION
NOVEMBER 30, 2001 AT OUR COUNTERS

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 BANK OF AMERICA, N.A., MAIL CODE: CA9-703-19-23, 333 SOUTH BEAUDRY AVENUE, 19TH FLOOR, LOS ANGELES, CA 90017-1466.

EACH DRAFT DRAWN HEREUNDER MUST BE MARKED "DRAWN UNDER BANK OF AMERICA, N.A. STANDBY LETTER OF CREDIT NO. 3038199" 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 GRAHAM HILL SHOWGROUNDS SUBDIVISION, TRACT NO. 1339, APN NO. 61-451-04 HAS BEEN RECORDED AND THAT THE COUNTY OF SANTA CRUZ IS ENTITLED TO DRAW UNDER BANK OF AMERICA, N.A. LETTER OF CREDIT NO. 3038199.

2. THIS ORIGINAL LETTER OF CREDIT AND AMENDMENT 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 \$4,986,000.00 (B) LABOR AND MATERIALS \$2,493,000.00 (C) MONUMENTATION \$21,375.00. RELATIVE TO THE IMPROVEMENTS OF THAT CERTAIN SUBDIVISION KNOWN AS GRAHAM HILL SHOWGROUNDS SUBDIVISION, TRACT NO. 1339, APN NO. 61-451-04.

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.

IF CANCELLATION OF THIS LETTER OF CREDIT IS REQUIRED BEFORE THE EXPIRATION DATE STATED HEREIN AS EXTENDED FROM TIME TO TIME, THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENTS IF ANY MUST BE RETURNED TO US ACCOMPANIED BY THE BENEFICIARY STATEMENT STATING THAT "APPLICANT HAS FULFILLED ITS OBLIGATION WITH THE COUNTY OF SANTA CRUZ AND I AUTHORIZE BANK OF AMERICA, N.A. TO CANCEL LETTER OF CREDIT NO. 3038199. "

IT IS A PROVISION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR A PERIOD OF

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3038199

SIX MONTHS FROM THE PRESENT EXPIRATION DATE HEREOF (NOVEMBER 30, 2001), UPON EACH ANNIVERSARY OF SUCH DATE UP TO, BUT NOT BEYOND MAY 30, 2002, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR COURIER SERVICE AT YOUR ADDRESS INDICATED HEREIN, THAT WE ELECT NOT TO PERMIT THIS LETTER OF CREDIT TO BE SO EXTENDED BEYOND ITS 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 BANK OF AMERICA, N.A., MAIL CODE: CAY-703-19-23, 333 SOUTH BEAUDRY AVENUE, 19TH FLOOR, LOS ANGELES, CA 90017, ATTN: STANDBY LETTER OF CREDIT SECTION.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 213-345-6605.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

TEELA P. YUNG

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

MANUEL BANUELOS

DATE: DATE OF AMEND:

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3038199

AMENDMENT NUMBER 1

BENEFICIARY
COUNTY OF SANTA CRUZ
701 OCEAN STREET
SANTA CRUZ, CA 85080

APPLICANT
STANDARD PACIFIC HOMES OF
NORTHERN CALIFORNIA
42 WEST CAMPBELL AVE., SUITE 300
CAMPBELL, CA 95008

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

THE EXPIRATION DATE IS AMENDED TO: MAY 30, 2002.

THE PARAGRAPH WHERE IT READS:

"IT IS A PROVISION OF THIS LETTER OF CREDIT THAT IT SHALL . . . BY DOCUMENTS DESCRIBED IN NO. 1 AND NO. 2 ABOVE."

IS NOW DELETED AND REPLACED AS FOLLOWS:

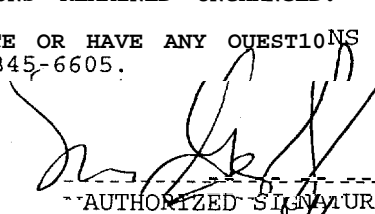
"IT IS A PROVISION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR A PERIOD OF ONE YEAR FROM THE PRESENT EXPIRATION DATE HEREOF (MAY 30, 2002), UPON EACH ANNIVERSARY OF SUCH DATE UP TO, BUT NOT BEYOND MAY 30, 2003, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR COURIER SERVICE AT YOUR ADDRESS INDICATED HEREIN, THAT WE ELECT NOT TO PERMIT THIS LETTER OF CREDIT TO BE SO EXTENDED BEYOND ITS 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."

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 213-345-6605.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

MIA GONZALEZ

THIS DOCUMENT CONSISTS OF 1 PAGE(S).

MANUEL BANUELOS

SANTA CRUZ TITLE COMPANY
#9433621-SRW

After recording please return to:

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

1999-008916 0329
RECORDED AT THE REQUEST OF
SANTA CRUZ TITLE COMPANY

FEB 08 1999

RICHARD W. BEDAL, RECORDER
SANTA CRUZ COUNTY, OFFICIAL RECORDS

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 31 day of July 1998 by and between the County of Santa Cruz, hereinafter called "COUNTY" and Standard Pacific Corporation, a Delaware Corporation, hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Graham Hill Estates, Tract Number 1339, and Assessor's Parcel Number 061-321-44, Santa Cruz County, California, hereinafter called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a sixty (60) lot subdivision with no remainder lot, and to construct sixty (60) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on November 27, 1996, 1996 the COUNTY by adoption of Subdivision Permit No. 90-1245, 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

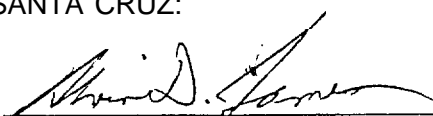
1. SATISFACTION OF CONDITIONS. COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the COUNTY's Affordable Housing Program, shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment 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 or sale pursuant to this Agreement, DEVELOPER shall offer said UNIT(S) for rent or sale 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. DEVELOPER further agrees that if DEVELOPER retains ownership of UNIT(S) for purposes of rental as affordable investor-owner unit(s), DEVELOPER will execute and record a Declaration of Restrictions for each of said UNIT(S) which references the requirements of the COUNTY's Affordable Housing Program. The sale or conveyance of any UNIT(S) 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 recordation of the subdivision Final Map or 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

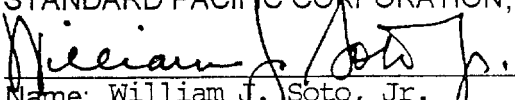
Page 3

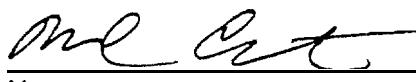
7. COSTS AND ATTORNEY'S FEES. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such as action from the other party.
8. AUTHORITY OF SIGNATORIES. Each signatory 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)
STANDARD PACIFIC CORPORATION, A Delaware Corporation

By: 
Name: William J. Soto, Jr. Title: Property Owner
Vice President Operations

By: x 
Name: M. C. CORTNEY Title: Property Owner
~~SENDER K.A.~~ M. C. CORTNEY
PRESIDENT

By: 
Name: William H. Mitchell Title: Trustee for Deed of Trust
Asst Vice President

APPROVED FOR CONTENT:

By: 
Name: Cherry/McCormick Title: County Housing Coordinator

ATTACHMENTS: 1) Exhibit A: Inclusionary Housing Provisions
2) Subdivision map (8.5" x 11") with affordable lots indicated
(to be provided by OWNER and all notations must be legible)

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

Page 4

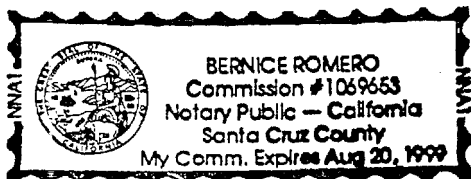
COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On, 1998 3 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

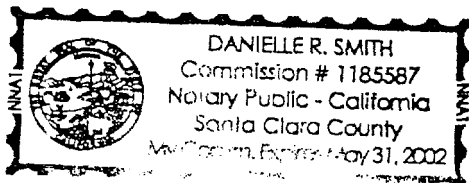
OWNER ACKNOWLEDGMENT

STATE OF California
COUNTY OF Santa Clara

On July 30, 1998, before me Danielle R. Smith
personally appeared William J. Soto

☒ 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:



Danielle R. Smith
Signature of Notary Public

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

Page 5

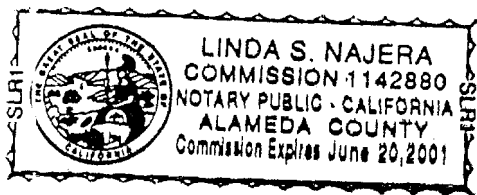
STATE OF

COUNTY OF

California
Alameda

On Feb. 4, 1999, before me Linda S. Najera, Notary Public,
personally appeared William J. SOTO, JR.

☒ 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:

Linda S. Najera
Signature of Notary Public

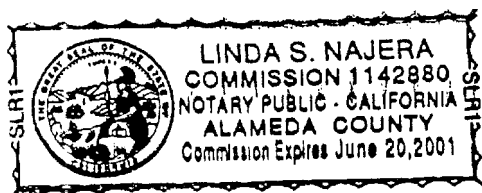
STATE OF

COUNTY OF

California
Alameda

On Feb 4, 1999, before me Linda S. Najera, Notary Public,
personally appeared Michael C. Cortney

☒ 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:

Linda S. Najera
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6907

State of California;

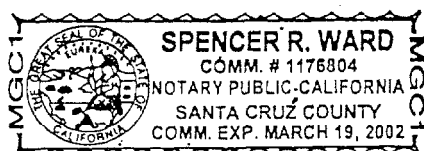
County of Santa Cruz

0334

On February 5, 1999 before me, Spencer R. Ward
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared WILLIAM H. MITCHELL
NAME(S) 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 per&n(s) acted, executed the instrument.



WITNESS my hand and official seal.

Spencer R. Ward
SIGNATURE OF NOTARY
 Spener R. Ward

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(ES))

DESCRIPTION OF ATTACHED DOCUMENT

Certification and Participation Agreement

TITLE OR TYPE OF DOCUMENT

Seven
NUMBER OF PAGES

July 31, 1998
DATE OF DOCUMENT

County of santacruz and Standard
Pacific Corporation

SIGNER(S) OTHER THAN NAMED ABOVE

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

Page 6

EXHIBIT A: INCLUSIONARY HOUSING PROVISIONS

A. CONSTRUCTION OF AFFORDABLE HOUSING

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

1. Number of Affordable Housing Units To Be Constructed:

None () affordable unit(s) to be provided on-site as follows
Lot Number(s) / Unit Number(s):

None () affordable unit(s) to be provided off-site as follows:

Project Name: N/A

Tract Number: N/A

Permit Number: N/A

APN(s): N/A

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

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

	<u>No. Units</u>	<u>No. Bedrooms</u>	<u>No. Square Feet</u>
Moderate Income			
Lower Income			
Very Low Income			

3. Timing of Construction of Affordable Units:

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

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

Page 7

B. TRANSFER OF AFFORDABLE HOUSING CREDITS

DEVELOPER certifies that the PROJECT includes the development of residential units; and certifies that if the PROJECT includes a subdivision, more than one third (1/3) of the lots shall be either retained by the subdivider or sold to one individual for the construction of housing units. Based on this certification, DEVELOPER may, as an alternative to his obligations under Section "A" of this Exhibit, purchase affordable housing credit(s) as indicated below to meet the inclusionary housing obligation of the PROJECT.

DEVELOPER agrees that if less than one third of the lots are retained by the DEVELOPER or are sold to one individual for the construction of housing units, DEVELOPER shall further amend this amended Certification and Participation Agreement to meet the inclusionary housing requirement pursuant to the provisions of the County's Affordable Housing Program.

C. TRANSFER OF CREDITS

-Nine (9) affordable unit(s) may be provided through transfer of affordable housing credit(s) from the following projects:

Project Names: Casa Linda; Merrill Road

Owners: Casa Linda Incorp.; Merrill Road Associates/ Housing Authority

APN(s): 029-121-02; 037-141-36

Participation Agreements recorded on: N/A

**THIS DOCUMENT HAS BEEN SUBMITTED TO SANTA CRUZ
TITLE COMPANY TO RECORD AS AN ACCOMMODATION ONLY.
THIS DOCUMENT HAS NOT BEEN EXAMINED BY SANTA CRUZ.
TITLE COMPANY FOR EFFECT, SUFFICIENCY, NOR ACCURACY.**