



0401

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: MAY 7, 2002

April 25, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1426, PINWOOD ESTATES
ASSESSOR'S PARCELNUMBER 026-121-13, 14

Members of the Board:

Submitted herewith is the final map for Tract 1426, Pinewood Estates, containing four 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 23, 2002,
in the amount of \$275,650.00 for the following items:

Faithful Performance Security	\$180,000.00
Labor and Materials Security	\$ 90,000.00
Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance)	\$ 90,000.00
Inspection	\$ 5,000.00 (cash)
Monumentation	\$ 1,650.00
Taxes	\$ 4,000.00

The Guarantee, Warranty, and Maintenance amount of \$90,000.00 is not included in the total \$275,650.00 submitted, in accordance with the Subdivision Agreement.

Because this subdivision results in only four new lots, there is no affordable housing requirement. This project will construct an extension of Pinewood Street, an existing County maintained road. Upon completion of the work and acceptance of the improvements, the new street extension will become a County maintained road.

The Planning Department advised us on April 9, 2002, that this subdivision complies with all the tentative map requirements. The taxes have been paid in full. The last fee paid was \$5,000.00 for Construction Inspection.

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

1. Approve the final map of Tract 1426, Pinewood 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 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:abc

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: John Swift
Public Works
Planning Department

Statement of Owner

We hereby certify that we are the owners of the real property included within the subdivision shown on this map and that we are the only persons necessary to sign a valid map pursuant to provision of Section 66436(a) of the Subdivision Map Act of the State of California, and we consent to the making of a valid map and subdivision as shown within this subdivision. We hereby offer for dedication to the public the "Pinewood Street" and "Pinewood Street" and these streets, including, but not limited to, the "Pinewood Street" and "Pinewood Street" for sanitary sewer purposes. We hereby irrevocably offer for dedication the lands shown hereon as "Parcel A1", "Parcel B1", and "Pinewood Street" to the County of Santa Cruz for road purposes. We hereby offer the 12' wide "Emergency Access Easement" over Lot 6 to the County of Santa Cruz.

Norman K. Badell and Sharon S. Badell, Revocable Living Trust, under instrument dated October 12, 1999.

Norman K. Badell
Norman K. Badell, Trustee

Thomas E. Badell
Thomas E. Badell



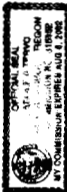
State of California
County of Santa Cruz
On this 12th day of March 2002, before me, the undersigned, a notary public in and for said county and state, personally appeared Norman K. Badell, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
(Notary Seal are not required on final maps per 66436 (a) of the Subdivision Map Act)

Notary Public's Signature: *M. Richardson*
Notary Public's Name: M. Richardson
Commission Expires: 01-14-2006
Principal Place of Business is Santa Cruz County

Tax and Assessment Certificate

I hereby certify that there are no liens for unpaid state, county, municipal or local taxes or special assessments collected as taxes against real property included in the within subdivision or against the part thereof, except taxes which are not yet payable and which it is hereby certified will not exceed the sum of \$ _____ for the year 2002-2003, 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 against the lands 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



State of OREGON
County of Bellevue
On this 22nd day of March 2002, before me, the undersigned, a notary public in and for said county and state, personally appeared THOMAS E. BEDELL, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
(Notary Seal are not required on final maps per 66436 (a) of the Subdivision Map Act)

Notary Public's Signature: *Carole A. Tervo*
Notary Public's Name: Carole A. Tervo
Commission Expires: August 6, 2002
Principal Place of Business is CITIZENS BANK

Board of Supervisors Certificate

It is hereby ordered that Tract 1426, Pinewood Estates, and the same is hereby approved, and that parcels A, B, C, and Pinewood Street are rejected for road and sanitary sewer purposes and that parcels A, B, C, and Pinewood Street and those areas labeled "A1" are accepted for public utility purposes, including, but not limited to, Pacific Bell Corporation, and the same is hereby limited to Pacific Bell Corporation over Lot 6.

I certify that the foregoing was adopted by the Board of Supervisors of the County of Santa Cruz at a meeting held on the _____ day of _____, 2002.

Clerk of the Board of Supervisors
State of California
By: _____ Deputy Clerk
Date: _____

Certificate of Clerk of Board

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

Clerk of the Board of Supervisors
By: _____ Deputy Clerk
Date: _____

Statement of Surveyor

This map was made by me or under my direction and is based on a field survey performed in November, 2001. The survey is true and complete as shown. All monuments are of the character, and occupy the positions indicated, or will be set in those positions on or before December 31, 2002. The monuments are, in my opinion, sufficient to enable the survey to be retraced.



Gary R. Frank
Gary R. Frank, Surveyor
L 7567

Statement of County Surveyor

I hereby certify that I have examined this Final Map that all applicable provisions of the Subdivision Map Act and the County of Santa Cruz Subdivision Ordinance have been complied with, and I am satisfied that this map is technically correct and conforms with the Tentative Map previously approved by the Planning Commission of the County of Santa Cruz on October 24, 2001.

Dated: _____
RCF No. 26462, Exp. 03-31-06
County Surveyor of the County of Santa Cruz, State of California

Certificate of Recorder

Serial Number: _____
I hereby certify that this map was presented at _____ m., on the _____ day of _____, by _____ of the County of Santa Cruz, State of California and that after examination, I accept said map for recordation on the _____ of _____, in _____ Volume _____ of _____, Santa Cruz County Records.

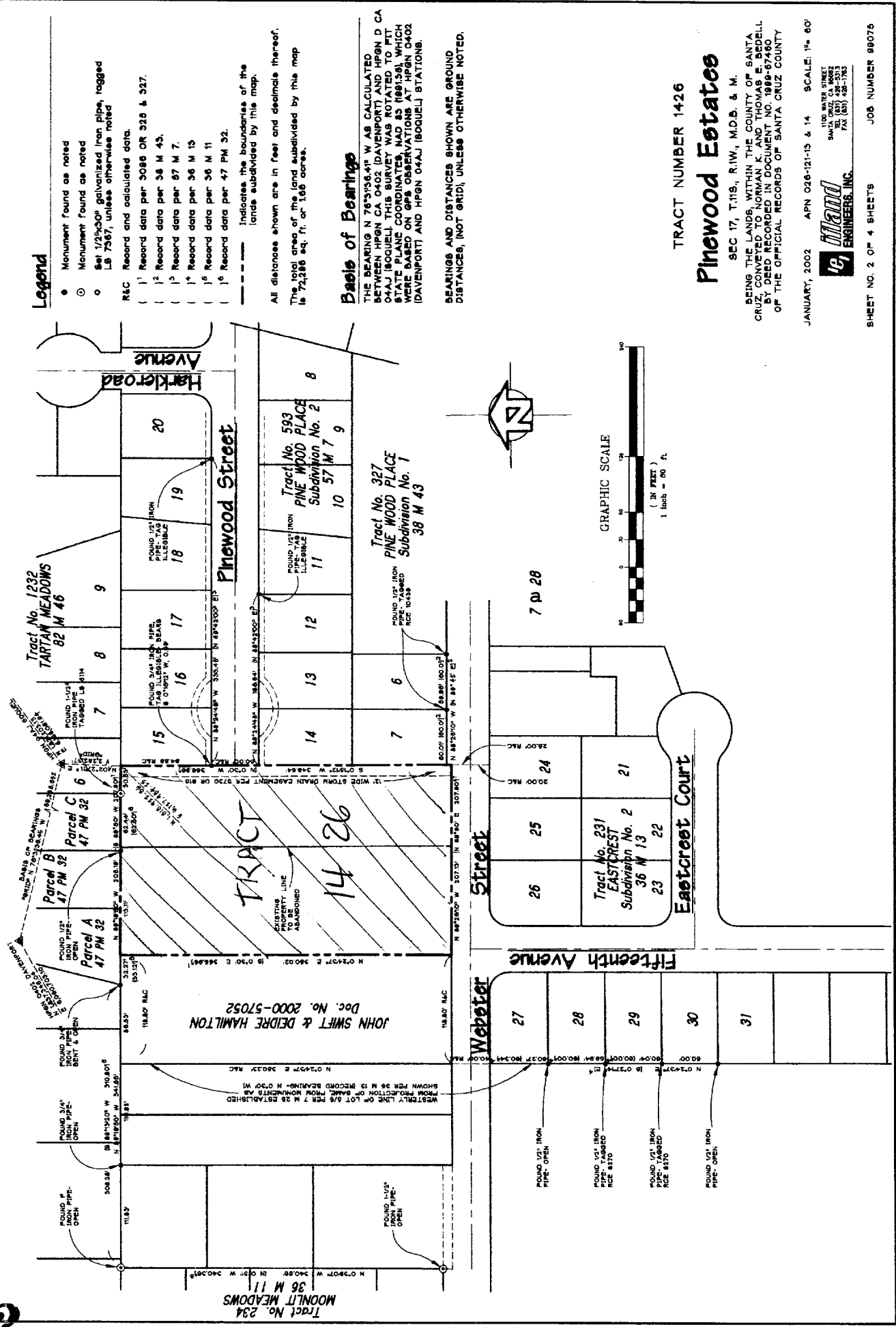
Dated: _____
Signed: _____ County Recorder

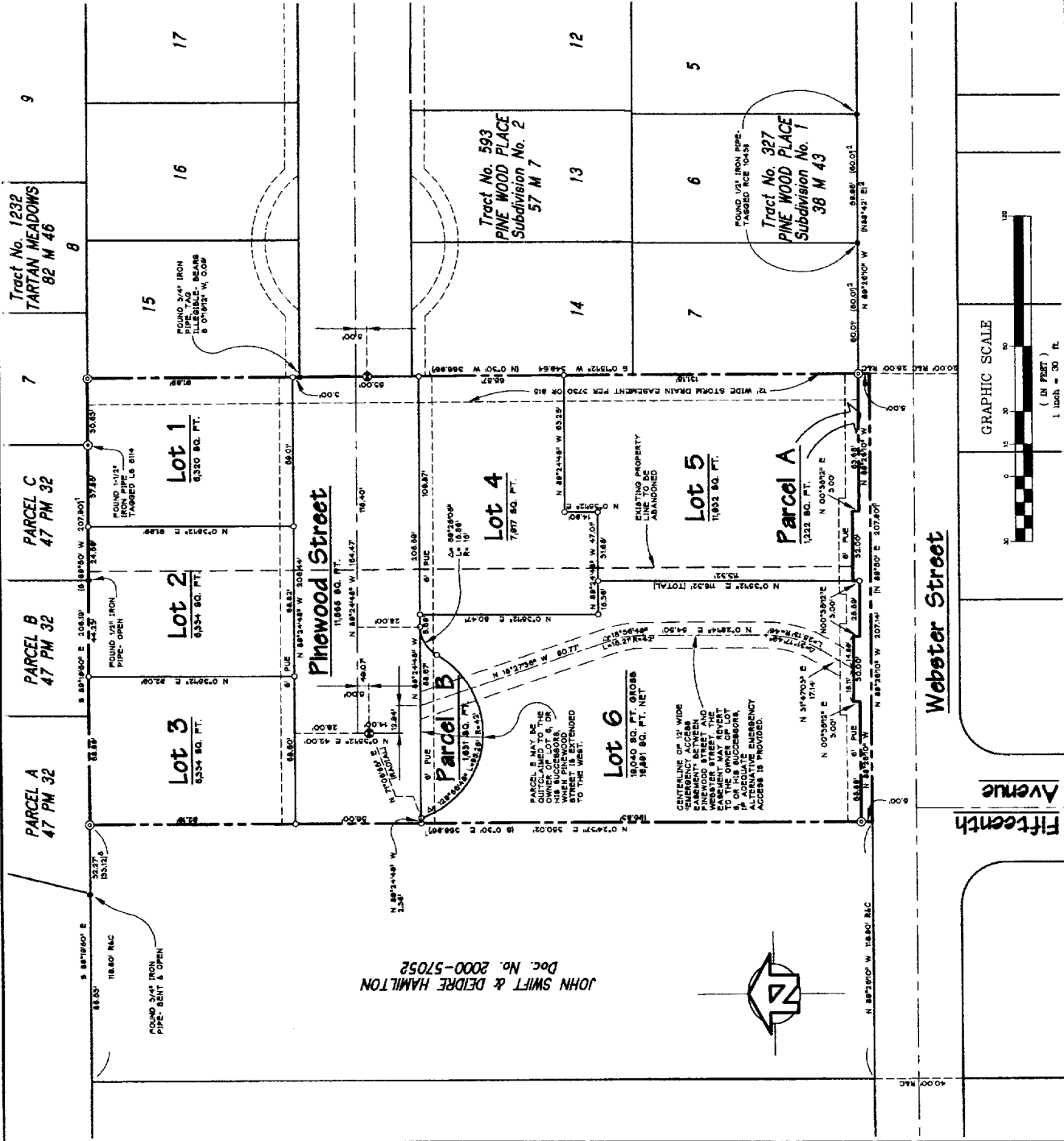
TRACT NUMBER 1426 Pinewood Estates

SEC 17, T.11S, R.1W, M.D.B. & M.
BEING THE LANDS WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO NORMAN K. AND THOMAS E. BEDELL BY DEED RECORDED IN DOCUMENT NO. 1999-07460 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

JANUARY, 2002 APN 026-121-15 & 14 SCALE: N/A
1100 WATER STREET
SANTA CRUZ, CA 95062
TEL (831) 426-1141
FAX (831) 426-1143
ENGINEERS, INC.

SHEET NO. 1 OF 4 SHEETS JOB NUMBER 99075





Legend

- Monument found as noted
 - Monument found as noted
 - Set 1/2-3/32" galvanized iron pipe, tagged L.S. 7587, unless otherwise noted
 - Set 1-1/2-3/32" galvanized iron pipe, tagged L.S. 7587, unless otherwise noted
 - Set survey monument in monument box per County Design Criteria standard (e.g., 5" x 11" 3.00' off of centerline of street as shown. Record and calculated data.
 - 1' Record data per 3086 OR 325 & 327.
 - 2' Record data per 36 M 45.
 - 3' Record data per 57 M 7.
 - 4' Record data per 36 M 13.
 - 5' Record data per 36 M 11.
 - 6' Record data per 47 PM 32.
 - P.U.E. Indicates Public Utility Easement.
 - Indicates the boundaries of the lands subdivided by this map.
- All distances shown are in feet and decimals thereof. The total area of the land subdivided by this map is 72,280 sq. ft. or 1.66 acres.

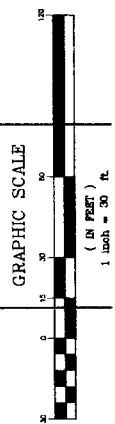
Pinewood Estates
TRACT NUMBER 1426

SEC 17, T.11S, R.1W, M.D.B. & M.
BEING THE LANDS WITHIN THE COUNTY OF SANTA CRUZ CONVEYED TO NORMAN K. AND THOMAS E. REDELL BY DEED RECORDED IN DOCUMENT NO. 1988-67460 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

JANUARY, 2002 APN 026-121-13 & 14 SCALE: 1" = 30'



SHEET NO. 3 OF 4 SHEETS JOB NUMBER 98076



JOHN SWIFT & DEIDRE HAMILTON
Doc. No. 2000-57052

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

1. Lots shall be connected for sewer service to Santa Cruz Water District.
2. Lots shall be connected for sewer service to Santa Cruz County Sanitation District.
3. All future construction on the lots shall conform to the design guidelines, the architectural floor plans and elevations, and the S-D analysis as stated or depicted in Exhibits "D" and "E" 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 architectural plans, shall be permitted without review and approval by the Planning Commission.
 - b. Exterior finishes shall incorporate used siding, including horizontal used siding, used shingle siding, board and batten siding or shalos. T-1-1 type siding is not allowed. Exterior color combinations shall be interspersed throughout the development.
 - c. Notwithstanding the approved preliminary architectural plans, all future development shall comply with the development standards for the R-1-d zone district. No residential street access is allowed, or a back door area, or other standard as may be established for the same district.
 - d. The dwelling proposed for Lots 1 and 2 shall include additional design features on the right elevation to reduce the appearance of built. The new elevation design shall be reviewed and approved by the County Urban Designer. The room designated on the plans as a "family room" shall be considered a bedroom for the purpose of calculating impact fees.
4. A Final Landscape Plan for the entire site, specifying the species, their size, and irrigation plans are to meet the following criteria:
 - a. Turf limitation. Turf areas shall not exceed 25 percent of the total landscaped area. Turf areas shall be of low to moderate water-using varieties, such as tall fescue.

b. **Plant Selection.** At least 80 percent of the plants material selected for non-turf areas (equivalent to 60 percent of the total landscaped area) shall be drought tolerant or capable of surviving under conditions of minimal water use established (drought tolerant). Native plants are encouraged up to 20 percent of the total landscaped area. Drought resistant plants in non-turf areas (equivalent to 15 percent of the total landscaped areas), need not be drought tolerant, provided they are grouped together and can survive without supplemental irrigation.

c. **Soil Conditioning.** In new planting areas, soil shall be tilled to a depth of 6 inches and amended with six cubic yards of organic material per 1,000 square feet. The material shall be applied in a 6-inch layer and worked into the soil to a depth of 6 inches. After planting, a minimum of 2 inches of mulch shall be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.

d. **Irrigation Management.** All required landscaping shall be provided with an adequate, permanent and nearby source of water which shall be applied by an efficient method of irrigation. Irrigation systems shall be designed to avoid runoff, over spray, low head drainage, or other undesirable conditions where water flows into or about property, 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 of the irrigation system, the type of irrigation system, the type of connection to the public water supply and designation of hydrant. The irrigation schedule shall designate the timing of connection to the public water supply and designation of hydrant. The irrigation schedule shall designate the timing and frequency of irrigation for each station and list the amount of water, in gallons or hundred cubic feet, recommended on a monthly and annual basis.

Appropriate irrigation equipment, including the use of a separate landscape water meter, pressure regulators, automated controllers, low volume applicator heads, drip or bubbling irrigation systems, rain shut-off devices, and other equipment shall be utilized to maximize the efficiency of water applied to the landscapes.

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

e. All planting shall conform to the Landscaping Plan shown as part of Exhibit "A", as revised. The following specific landscape requirements apply:

1. Therefore, minimum 12-inch base size street trees of a species selected from the County Urban Master Plan shall be planted, one within the required landscape strip on Pasadena Street, three in the front yards of the homes fronting on Webster Street, and two in the front yards of the homes fronting on Pasadena Street, where the existing oil-canoe shall be removed. A drip irrigation system shall be installed in the required landscape strip, which may be designed to be compatible with the adjacent street lighting system. The City of Los Angeles Department of Public Works, Landscape Architect, 1200 N. Hollywood Blvd., Los Angeles, CA 90028, shall be contacted for more information regarding these standards.

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

III. All future development on the lots shall comply with the requirements of the geotechnical report prepared by Reynolds and Associates, dated March 29,

4. 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 fees to the appropriate fee collector. The fee collector is the fee collector for the school district in which the project is located, including the payment of Hello-Rose fees to the Live Oak School District, if applicable.

5. Any changes between the approved Tentative Map, including but not limited to the attached exhibits for preliminary grading, drainage, erosion control, changes in lot area, and other changes, shall be submitted for review and approval by the decision-making body. Such proposed changes shall be included in a report to the decision-making body to consider if they are sufficiently material to warrant consideration at a public hearing initiated in accordance with the provisions of the County Code. The report shall be submitted to the County for review. The report shall be specifically illustrated on a separate sheet and highlighted in yellow on any text of plans submitted to the County for review.

3. Provide Environmental Planning staff with receipts that document the amount of fill that was brought to the County Landfill, if applicable.

TRACT NUMBER 1426

Pinewood Estates

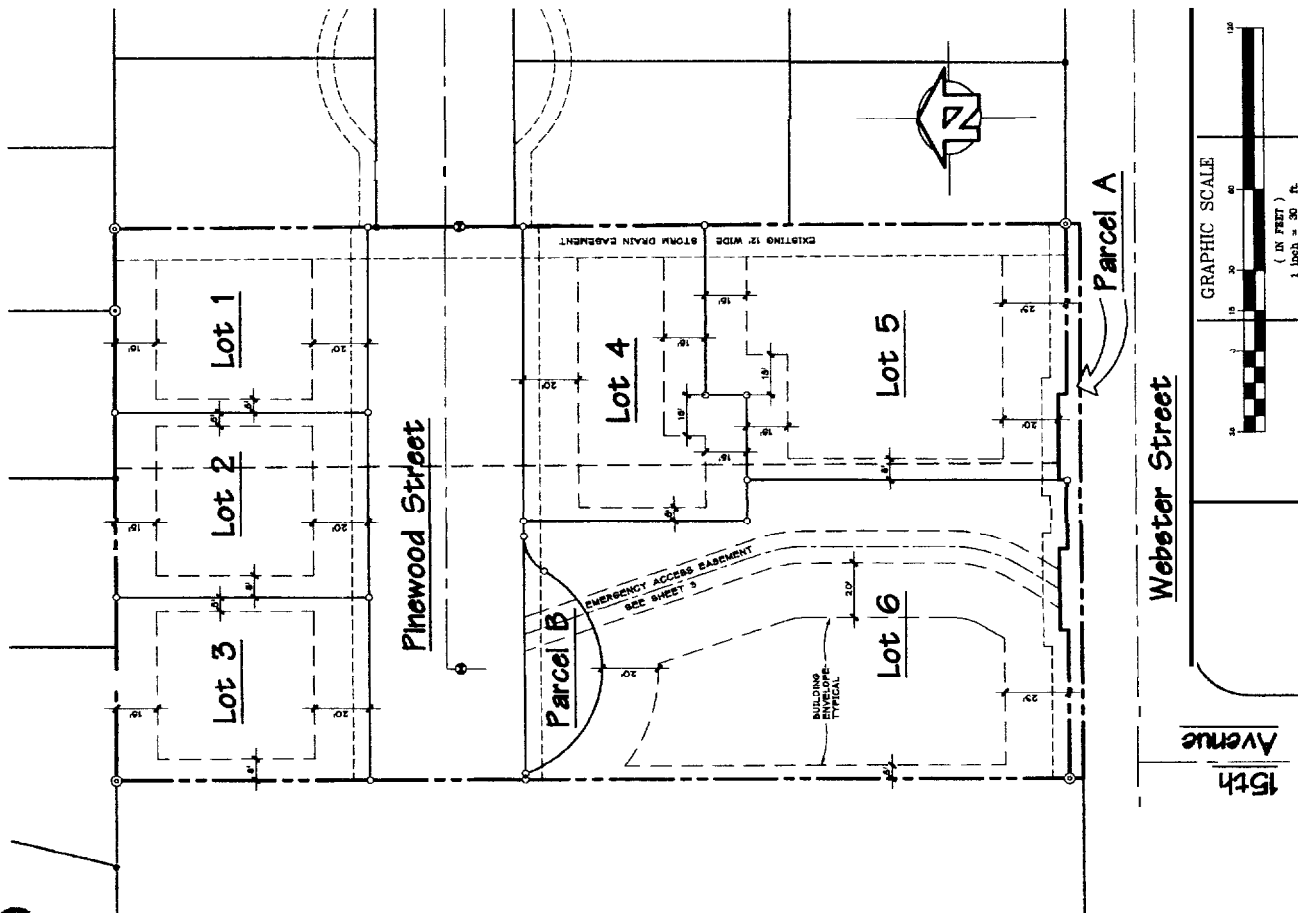
SEC 17. T.119. R.1W. M.D.B. & M.

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO NORMAN K. AND THOMAS E. BEDELL BY DEED RECORDED IN DOCUMENT NO. 1999-67460 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

JANUARY, 2002 APN 026-121-13 & 14 SCALE: 1"= 30'

2002 APN 026-121-13 & 14 SCALE

3 C C NO. 4 OF 4 SHEETS



SUBDIVISION AGREEMENT
(Partial Release Tract)

THIS AGREEMENT, by and between JOHN SWIFT, 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 1426, PINECED 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 **14.01.510**, et seq. of the Santa Cruz County Code.

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

1. CONSTRUCTION OF IMPROVEMENTS: SUBDIVIDER shall do **all** necessary work and construct the improvements described hereinabove, and complete such work and improvements in accordance with the provisions of the conditions of the tentative map approval, which are incorporated herein by reference. If the approved tentative map is amended, the SUBDIVIDER shall apply for and obtain an amendment to this agreement as necessary. All the improvements described above shall be completed on or before two years from the date of the execution of this agreement pursuant to Sections **14.01.101**, 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 \$ 180,000.00 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 \$90,000.00, which said security, by its terms, shall secure payment to materialmen and laborers furnishing materials and/or labor in connection with the above-described work or improvement; the Labor & Material Security shall be released 90 days after the completion of all the work and provided that no liens have been filed against the project.
- C. Inspection Security in the amount of \$5,000.00 (CASH)
- D. Tax Security \$4,000.00.
- E. Monumentation Security in the amount of \$1,650.00.

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 \$90,000.00, 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 14.01511(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 DEPT.
Name of Agency
☐ Security held by County: \$ _____
☒ Security is held by agency.

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

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

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

- ___ HAVE been acquired. (Describe and attach documentation).
- ___ HAVE NOT been acquired and the following standard condemnation clause is made a part of the agreement. At the time of execution of this agreement, SUBDIVIDER shall furnish to COUNTY a cash deposit in the amount of \$_____ for processing and acquisition as outlined in the following condemnation clause.

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

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

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

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. 1426 PINWOOD 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 _____, 20__.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

By: John Swift
Subdivider

Address:

1509 Seabright Ave.

Santa Cruz, CA.

Phone: 459-9992

APPROVED AS TO FORM:



Chief Assistant County Counsel

SUBAGR3.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Cruz

} ss.

On April 8, 2002, before me, Michael D. Bethke, Notary Public,

Date

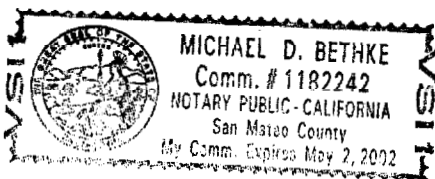
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John Swift

Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

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 AgreementDocument Date: April 8, 2002 Number of Pages: 6Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____

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



GREATER BAY
BANCORP

0414

PAGE 1 OF 2 PAGES

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBLC-10968 DATED APRIL 22,2002

BENEFICIARY: COUNTY OF SANTA CRUZ 701 OCEAN STREET SANTA CRUZ, CA. 95060	APPLICANT: JOHN SWIFT 1509 SEABRIGHT AVE., SUITE A-I SANTA CRUZ, CA 95062
EXPIRY DATE AND PLACE: MARCH 31,2003 AT OUR COUNTERS	AMOUNT: \$275,650.00 (U.S. DOLLARS: TWO HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY 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, 225 BUSH STREET, SUITE 330, SAN FRANCISCO, CA. 94104 .

EACH DRAFT DRAWN HEREUNDER MUST BE MARKED "DRAWN UNDER GREATER BAY BANCORP STANDBY LETTER OF CREDIT NO. SBLC-10968" 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 PINWOOD ESTATES, SANTA CRUZ, TRACT NO. 1426, HAS BEEN RECORDED AND THAT THE COUNTY OF SANTA CRUZ IS ENTITLED TO DRAW ON GREATER BAY BANCORP LETTER OF CREDIT NO. SBLC-10968.
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 UNDER THIS LETTER OF CREDIT.

WE ARE INFORMED BY THE APPLICANT THAT THIS LETTER OF CREDIT COVERS: (A) FAITHFUL PERFORMANCE \$180,000.00, (B) LABOR AND MATERIALS \$90,000.00, (C) TAX SECURITY \$4,000.00, AND (D) MONUMENTATION \$1,650.00, RELATIVE TO THE IMPROVEMENTS OF THAT CERTAIN SUBDIVISION KNOWN AS PINWOOD ESTATES, SANTA CRUZ, TRACT NO. 1426.

BY BENEFICIARY'S ACCEPTANCE OF THIS LETTER OF CREDIT, BENEFICIARY AGREES THAT CHARGES DESCRIBED HEREIN AS FAITHFUL PERFORMANCE AMOUNTING TO \$90,000.00 SHALL BE CONVERTED TO WARRANTY, AND BENEFICIARY AGREES TO PROVIDE GREATER BAY BANCORP WITH A WRITTEN NOTICE CONFIRMING ITS AGREEMENT TO SUCH CONVERSION 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

52

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GREATER BAY
BANCORP

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PAGE 2 OF 2 PAGES

THIS PAGE FORMS AN INTEGRAL PART OF GREATER BAY BANCORP IRREVOCABLE
STANDBY LETTER OF CREDIT NO. SBLC-10968 DATED APRIL 22, 2002

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, 2003), AND UPON EACH ANNIVERSARY OF SUCH DATE UP TO, BUT NOT BEYOND MARCH 31, 2007, 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 THE 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 OR ANY AUTOMATICALLY EXTENDED EXPIRATION AS SPECIFIED HEREIN.

PLEASE ADDRESS ALL COMMUNICATIONS TO US IN RESPECT OF THIS LETTER OF CREDIT TO OUR OFFICE AT GREATER BAY BANCORP, INTERNATIONAL BANKING DIVISION, 225 BUSH STREET, SUITE 330, 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