



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: AUGUST 6, 2002

July 25, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRACT 1412, CLEARWATER COURT
ASSESSOR'S PARCEL NUMBER 028-062-29

Members of the Board:

Submitted herewith is the final map for Tract 1412, Clearwater Court, 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 Coast Commercial Bank dated June 27, 2002, in the amount of \$457,675.00 for the following items:

| | |
|--|--------------------|
| Faithful Performance Security | \$ 290,000.00 |
| Labor and Materials Security | \$ 145,000.00 |
| Guarantee, Warranty, and Maintenance (To be retained from Faithful Performance) | \$ 145,000.00 |
| Inspection | \$ 5,000.00 (cash) |
| Monumentation | \$ 2,175.00 |
| Taxes | \$ 20,500.00 |

The Guarantee, Warranty, and Maintenance amount of \$145,000.00 is not included in the total \$457,675.00, submitted in accordance with the Subdivision Agreement.

The affordable housing requirement for this project has been met. The Affordable Housing Agreement was recorded on June 17, 2002.

The Planning Department advised us on June 7, 2002, 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 1412, Clearwater Court.
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,

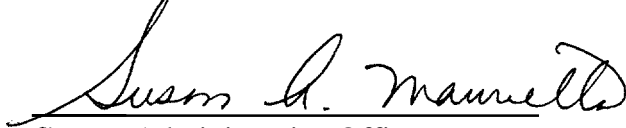


THOMAS L. BOLICH
Director of Public Works

CDR:abc

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Planning Department
 Brooks Properties

FNLMP.DOC/1412CCA

SUBDIVISION AGREEMENT
(Partial Release Tract)

THIS AGREEMENT, by and between Clearwater Court, L.P., hereinafter referred to as SUBDIVIDER, and the COUNTY OF SANTA CRUZ, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, in connection with the development of that certain subdivision known as Tract 1412 CLEARWATER COURT 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 \$ 290,000.00 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 \$145,000.00, 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 \$20,500.00.
- E. Monumentation Security in the amount of \$2,175.00.

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 \$145,000.00, 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
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)

0422

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 14.01.344et. 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. 1412 CLEARWATER COURT.

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

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

COUNTY ~~OF~~ SANTA CRUZ

By: _____
Director of Public Works

By: _____
Subdivider - CLEARWATER COURT, L.P.
BY WILLIAM BROOKS, GENERAL PARTNER
Address:

700 RIVER STREET

SANTA CRUZ, CA. 95060

Phone: 459-6060

APPROVED AS TO FORM:

Chief Assistant County Counsel

SUBAGR3.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Cruz

} ss.

On

5/01/02

Date

, before me,

Michael D. Bethke

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

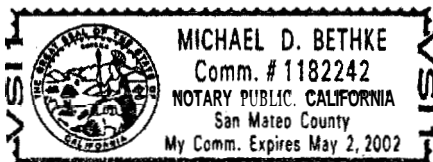
personally appeared

William Brooks

Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

Michael D. Bethke

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:

N/A

Number of Pages:

6

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer

Signer's Name:

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

Signer Is Representing:

Clearwater Co., L.P.RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



GREATER BAY
BANCORP

0426

PAGE 1 OF 2 PAGES

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBLC-10998 DATED JUNE 27, 2002

| | |
|--|---|
| BENEFICIARY: COUNTY OF SANTA CRUZ 701 OCEAN STREET SANTA CRUZ, CA. 95060 | APPLICANT: CLEARWATER COURT LIMITED PARTNERSHIP 700 RIVER STREET SANTA CRUZ, CA 95060 |
| EXPIRY DATE AND PLACE: JUNE 27, 2003 AT OUR COUNTERS | AMOUNT: \$457,675.00 (U. S. DOLLARS FOUR HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE & 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-10998" 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 CLEARWATER COURT, TRACT NO. 1412, HAS BEEN RECORDED AND THAT THE COUNTY OF SANTA CRUZ IS ENTITLED TO DRAW ON GREATER BAY BANCORP LETTER OF CREDIT NO. SBLC-10998.
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 \$290,000.00, (B) LABOR AND MATERIALS \$145,000.00, (C) TAX SECURITY \$20,500.00, AND (D) MONUMENTATION \$2,175.00, RELATIVE TO THE IMPROVEMENTS OF THAT CERTAIN SUBDIVISION KNOWN AS CLEARWATER COURT, TRACT NO. 1412.

BY BENEFICIARY'S ACCEPTANCE OF THIS LETTER OF CREDIT, BENEFICIARY AGREES THAT CHARGES DESCRIBED HEREIN AS FAITHFUL PERFORMANCE AMOUNTING TO \$145,000.00 SHALL BE CONVERTED TO WARRANTEE AND MAINTENANCE, 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.

44

INTERNATIONAL BANKING DIVISION



G427

GREATER BAY
BANCORP

PAGE 2 OF 2 PAGES

**THIS PAGE FORMS AN INTEGRAL PART OF GREATER BAY BANCORP IRREVOCABLE
STANDBY LETTER OF CREDIT NO. SBLC-10998 DATED JUNE 27, 2002**

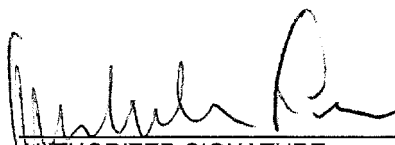
IT IS A PROVISION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR A PERIOD ~~OF~~ ONE YEAR FROM THE PRESENT EXPIRATION DATE HEREOF (JUNE 27, 2003), AND UPON EACH ANNIVERSARY OF SUCH DATE UP TO, BUT NOT BEYOND JUNE 27, 2007, UNLESS AT LEAST THIRTY (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

44

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO CLEARWATER COURT, L.P., BY DEED RECORDED IN DOCUMENT NUMBER 2002-003108 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

Legend

- Monument found as noted
 ☐ Found 4x4 post with tag- RCE 2603.
 1^A Record data per 48 PM 31
 2^B Record data per 19 M 8
 3^C Record data per 24 PM 61
 4^D Record data per 32 M 27
 *C Indicates record and calculated data.

Indicates the boundaries of the lands subdivided by this map.

The total area of the land subdivided by this map is 88.221 Sq. Ft. or 2.07 Acres.

See Sheet 3 for lots and all monumentation to be set.

Balls of Bearings

The bearing N 76°35'56.4" W was calculated between HPEEN CA 0402, (Davenport), and HPEEN CA 04A, (Boquet). This survey was related to fit State Plane Coordinates, NAD 83, (89136), which were based on GPS observations at HPEEN 0402, (Davenport), and HPEEN 04A, (Boquet) stations and on-site survey control.

Bearings and distances shown are ground distances,
(not grid), unless otherwise noted.

TRACT NUMBER 1412

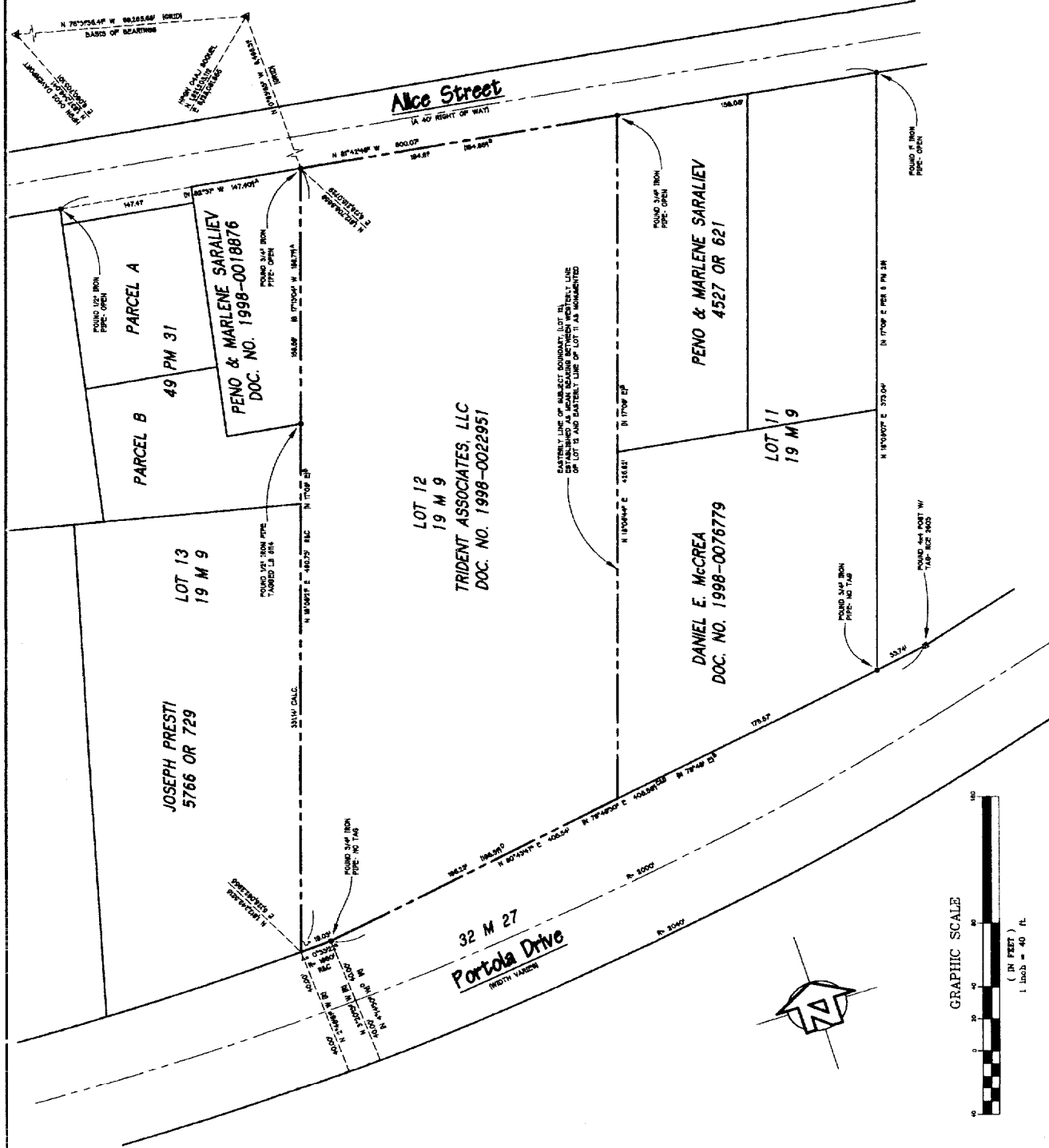
Clearwater Court

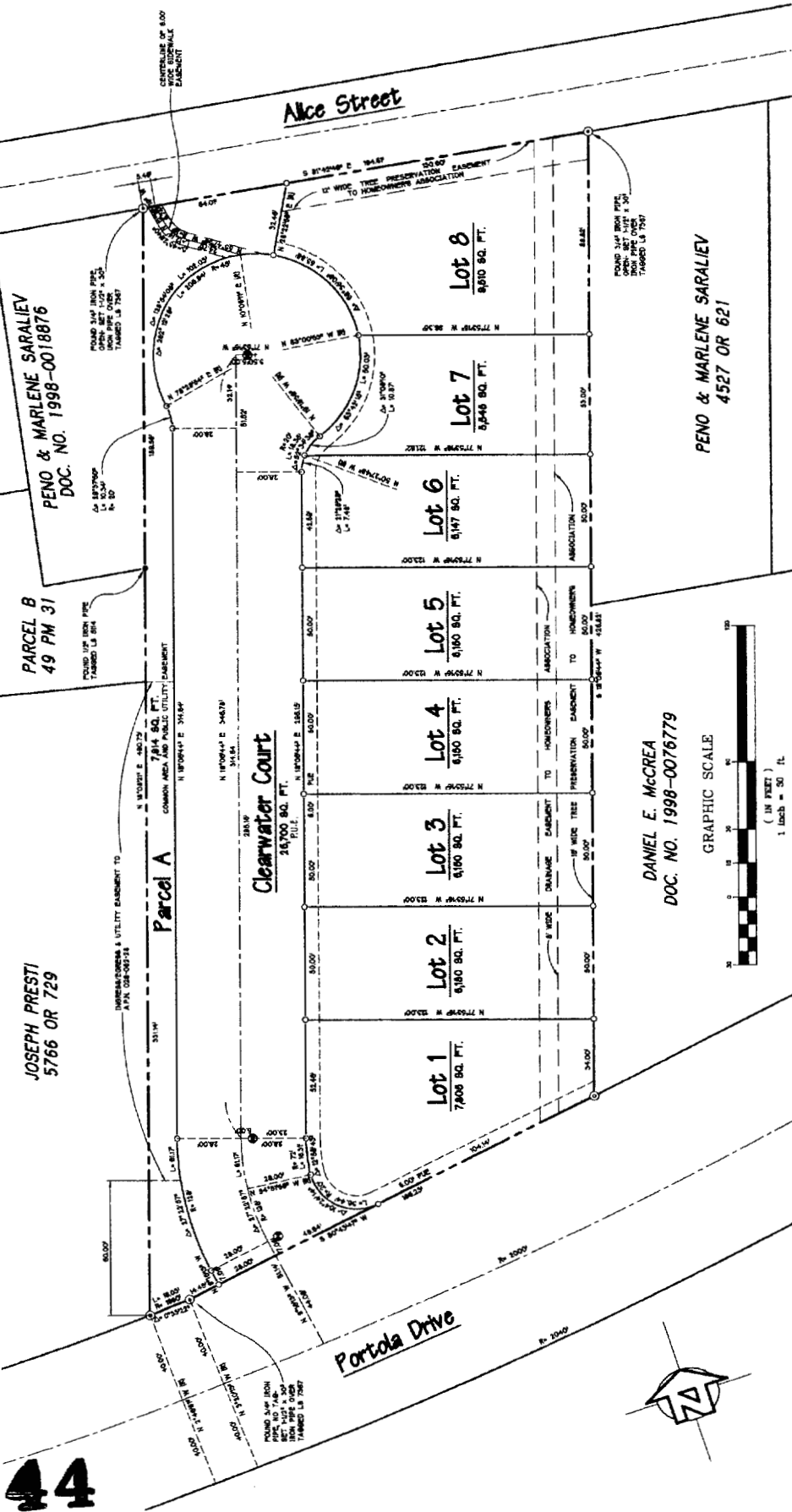
BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO CLEARWATER COURT, LP, BY DEED RECORDED IN DOCUMENT NUMBER 2002-0031108 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

MAY, 2002
APN 028-062-28
SCALE: 1"= 40'

Hiland
ENGINEERS, INC.

H E R NO. 2 OF 4 SHEETS





Legend

- Monument found as noted
- Set 1/2"x30" galvanized iron pipe, tagged LS 7367, unless otherwise noted
- ⊙ Set 1-1/2"x30" galvanized iron pipe, tagged LS 7367, unless otherwise noted
- ⊗ Set survey monument in monument box per County Design Criteria Standard Fig. 81-11 6.00' off of centerline of street as shown.
- (R) Indicates radial bearing.
- P.U.E. Indicates Public Utility Easement.
- Indicates the boundaries of the lands subdivided by this map.

All distances shown are in feet and decimal thereof.
The total area of the land subdivided by this map is 88,221 Sq. Ft. or 2.07 Acres.
See Sheet 2 for Scale of Bearings and record map data.

TRACT NUMBER 1412

Clearwater Court

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO CLEARWATER COURT, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2002-003108 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

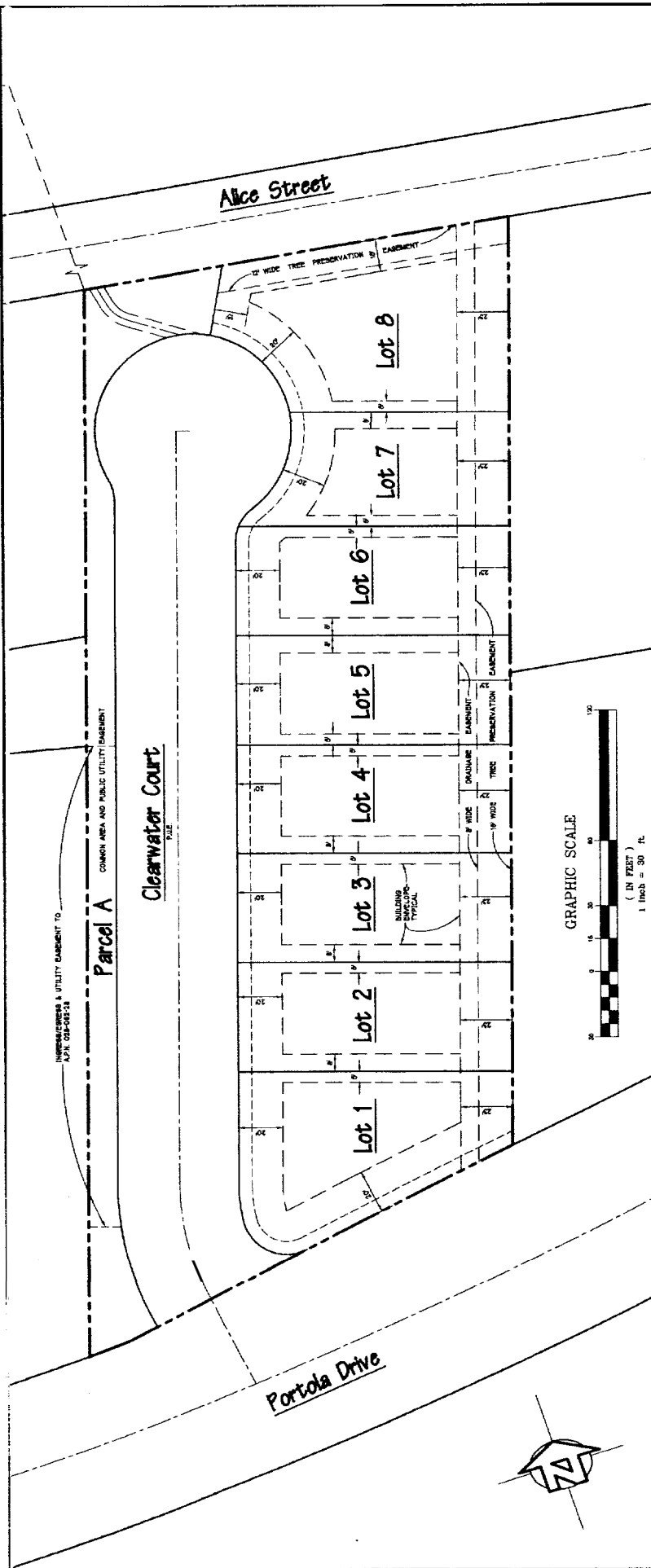
MAY, 2002 APN 028-062-28 SCALE: 1"= 30'



1008 WATER STREET
SAN JUAN, CA 95075
TEL (831) 428-5313
FAX (831) 428-1783

SHEET NO. 3 OF 4 SHEETS

JOB NUMBER 89211



Non-Title Notes

- 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 water service to City of Santa Cruz Water District.
 2. All future development shall comply with the development standards set forth in the "R1-4" zone district, Design Guidelines, and Architectural Floor Plans and Elevations, depicted in Exhibit A and shall also meet the following additional conditions:
 - a. No changes in the placement of windows that face directly towards existing residential development as shown on the architectural plans, shall be permitted without review and approval by the Planning Commission.
 - b. Exterior finishes shall incorporate wood siding, including horizontal wood siding and board and batten siding with stone, stucco or masonry accents, T-11 type siding is not permitted. Exterior colors shall be neutral earth tones.
 - c. Notwithstanding the approved preliminary architectural plans, all future development shall comply with the architectural guidelines set forth in the "R1-4" zone district, Design Guidelines, and Architectural Floor Plans and Elevations, depicted in Exhibit A and shall also meet the following additional conditions:
 - a. A six-foot tall solid wood wall shall be installed along the Portola Drive frontage adjacent to Lot 1 as per Exhibit A in order to prevent conflicts with adopted General Plan policies regarding noise which limit maximum interior noise to 45 dBA Ldn and outdoor protected areas to 50 dBA Ldn.
 3. Lot One shall be designated as the affordable unit as per County Code Section 171.0 and a Participation Agreement shall be entered into with the County of Santa Cruz to meet all Affordable Housing requirements.

- a. A Final Landscape Plan for the entire site, specifying the species, their size, and irrigation plans shall comply with the approved Exhibit A and meet the following criteria:
 - i. Turf Limitation. Turf areas shall not exceed 25 percent of the total landscaped area. Turf area shall be of low to moderate water-using varieties, such as tall fescue. Turf areas should not be used in areas less than 8 feet in width.
 - ii. Plant Selection. At least 50 percent of the plant materials selected for non-turf areas (equivalent to 40 percent of the total landscaped area) shall be drought tolerant. Native plants are encouraged. Up to 20 percent of the plant materials in non-turf areas (equivalent to 15 percent of the total landscaped area), need not be drought tolerant, provided they are grouped together and can be irrigated separately.
 - iii. Soil Conditioning. In new planting areas, soil shall be tilled to a depth of 6 inches and amended with six cubic yards of organic material per 1,000 square feet to promote infiltration and water retention. Soil conditioning shall be applied to all non-turf areas to retain moisture, reduce evaporation and inhibit weed growth.
 - iv. Irrigation Management. All required landscaping shall be provided with an adequate, permanent and nearby source of water which shall be applied by an installed irrigation, or where feasible, a drip irrigation system. Irrigation systems shall be designed to avoid runoff, over spray, low head drainage or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways or structures.
- b. The irrigation plan and an irrigation schedule for the established landscape shall be submitted with the building permit application. 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.
- c. Appropriate irrigation equipment, including the use of a separate landscape under water, pressure regulators, automatic controllers, low volume nozzles, low volume drip or micro-sprinklers, and other equipment shall be utilized to maximize the efficiency of water applied to the landscape.

Plants having similar water requirements shall be grouped together in distinct hydrozones and shall be irrigated accordingly.
Landscape irrigation should be scheduled between 6:00 p.m. and 11:00 a.m. to reduce evaporative water loss.
The retaining wall on the west side of Clearwater Court and within the road right of way shall be maintained at the sole expense of the subdivision Homeowners' Association.

TRACT NUMBER 1412

Clearwater Court

BEING THE LANDS, WITHIN THE COUNTY OF SANTA CRUZ, CONVEYED TO CLEARWATER COURT, LP, BY DEED RECORDED IN DOCUMENT NUMBER 2002-003108 OF THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY

MAY, 2002 APN 028-082-29 SCALE: 1/4" 30'

ie **land** **ENGINEERS, INC.**
1100 WATER STREET
SAN JOSE, CA 95128
TEL (408) 424-5033
FAX (408) 424-1753

SHEET NO. 4 OF 4 SHEETS

JOB NUMBER 88211