



## Staff Report to the Planning Commission

Application Number: **171077**

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**Applicant:** Robert DeWitt, Hogan Land Services  
**Owner:** Marion Henry Construction  
**APN:** 026-071-19  
**Site Address:** No Situs (north side of Paul Minnie Court)

**Agenda Date:** December 12, 2018  
**Agenda Item #:** 8  
**Time:** After 9:00 a.m.

**Project Description:** Proposal to divide an existing 35,726 square foot parcel into four parcels of 7,371, 6,609, 10,367 and 11,379 square feet in the R-1-5 zone district. Requires a Minor Land Division, a Residential Development Permit, Design Review and a determination that the project is exempt from review under the California Environmental Quality Act (CEQA).

**Location:** Property located on the north side of Paul Minnie Court between 120 and 400 feet east of the intersection with Paul Minnie Avenue in Live Oak.

**Permits Required:** Minor Land Division, Residential Development Permit and Design Review

**Supervisory District:** First District (District Supervisor: John Leopold)

### Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 171077 based on the attached findings and conditions.

### Setting & Project Description

The proposed project is located on a 35,726 square foot vacant parcel at the end of Paul Minnie Court, a private road that extends approximately 400 feet eastwards from Paul Minnie Avenue. The subject parcel, which lies on the north side of the road, is currently undeveloped open grassland. Along the eastern edge of the parcel there is a drainage channel that runs in a north to south direction through the site. Except for two small trees growing close to the drainage channel the only trees are located at the property boundaries bordering adjacent residential parcels to the west and south.

Parcels along Paul Minnie Court and other parcels to the south, west and north of the project site are zoned for single-family uses and are developed with one and two-story single-family homes. To the east of the parcel, on land zoned for multi-family uses, is the Park View tract, a 10-unit two-story townhouse development.

As proposed, the subject parcel would be divided into four single-family parcels with each of the lots oriented such that all of the new homes would front onto and be accessed from a central private cul-de-sac/driveway. This requires a Minor Land Division, a Residential Development and approval of Design Guidelines for the future development of homes on the parcels.

### **Minor Land Division**

This application includes a proposal to divide an existing 35,726 square foot lot into four parcels (Lot 1: 7,371 square feet, Lot 2: 6,609 square feet, Lot 3: 10,367 square feet, and Lot 4: 11,397 square feet). The subject property is located in the R-1-5 (Single family residential - 5,000 square feet minimum) zone district. The division of the parcel into four separate single-family residential parcels, requires a minimum of 5,000 square feet of net developable land per parcel. The proposed Minor Land Division would result in four single-family parcels with a net developable area of 5,838 square feet, 5,603 square feet, 6,661 square feet and 5,013 square feet respectively. County Code section 16.10.070(G)(3) requires a minimum setback of 20 feet from the top edge of a drainage course for all activity that potentially displaces flood storage area. The net developable area therefore excludes land within 20 feet from the top of bank at the drainage channel (floodway). Land within the proposed right-of-way/turning circle is also excluded. Each proposed parcel contains sufficient net developable area to comply with the minimum parcel size for the R-1-5 zone district.

The zoning is consistent with the site's R-UM (Urban Medium Density Residential) General Plan designation, which allows for residential densities of between 7.3 and 10.8 dwelling units per acre (4,000 – 6,000 square feet of net developable land per unit). The proposed land division complies with the General Plan density range.

As denoted by the Building Envelopes shown on the Tentative Map, all proposed homes will comply with all required setbacks for the R-1-5 zone district as set out in County Code section 13.10.323. As set out in the submitted Design Guidelines, all homes will also comply with all other site and development standards for the zone district including height, lot coverage and floor area ratio (FAR).

### **Site Access and Parking**

The four proposed single-family residential parcels would be accessed from Paul Minnie Avenue via Paul Minnie Court, a private right-of-way that currently provides access to six single-family homes. The Paul Minnie Court right-of-way was created in 1976, originally to access four parcels, then in 1997, Lot D of the original minor land division was divided into three additional parcels resulting in the current configuration. The owners of the subject property have obtained a recorded easement ("The Easement") over the Paul Minnie Court right-of-way (Exhibit I) that allows for access to the subject parcel, subject to the provision that a maximum of four new dwellings may be constructed.

The proposed roadway/turning circle for the four proposed parcels would extend approximately 85 feet from the northern side of the turning circle at Paul Minnie Court. The proposed right-of-way complies with County Design Criteria for a new Urban Local Street and would provide on-street parking for up to four vehicles, as well as shared landscape areas.

In addition to the on-street parking, a minimum of four parking spaces will be provided for each of the four proposed single-family residential parcels (two within a garage and two on the forecourt area of each lot), which exceeds the parking requirements set out in County Code section 13.10.552(A)(1) "Schedule of off-street parking space requirements", "Resident Parking", that requires a minimum of three spaces for a dwelling that has between two and four bedrooms. Therefore, a minimum of five parking spaces will be available for each of the four proposed parcels as required by "The Easement". The proposed single-family homes would not exceed a total of four bedrooms.

In accordance with the Design Guidelines, no accessory dwelling unit (ADU) is proposed to be constructed on any of the four proposed parcels. However, as required by clause 3.2.2 of the "The Easement", the conditions of approval of this permit require that a minimum of five on-site spaces must be provided on any parcel where an ADU is subsequently proposed. In addition, as required by "the Easement", a minimum of three signs will be posted on the existing portion of Paul Minnie Court restricting on-street parking on that street to only residents and guests of the six existing homes.

### **Site Improvements and Utilities**

Minor site grading would be required for the installation of the access road serving the proposed development and for rough grading of the building envelopes. However, because the existing site is roughly level the expected volume of grading would be less than 100 cubic yards and therefore a grading permit will not be required.

The property is located within the Urban Services Line and all utilities are available to serve the proposed development. Will Serve letters have been provided from both the City of Santa Cruz Water District and the Santa Cruz County Sanitation District.

### **Design Review**

The proposed minor land division complies with the requirements of the County Design Review Ordinance, in that Design guidelines have been provided for the construction of four new homes (Exhibit E). The design guidelines require future residences to the proposed project will incorporate site and architectural design features such as pitched roofs, varied materials and a combination of one and two-story elements to break up the mass of the structures and reduce the visual impact of the proposed development on surrounding land uses and the natural landscape.

Landscaping, with plantings that include drought tolerant trees, shrubs and ground covers, is proposed along the Paul Minnie Court roadway and around the proposed cul-de-sac and parking bays. In addition, planting will be provided on an "island" in the center of the driveway where it joins Paul Minnie Court to provide increased privacy between the proposed development and the existing homes.

### **Environmental Review**

The proposed minor land division is categorically exempt from Environmental review per the California Environmental Quality Act (CEQA) Guidelines, Article 19, Section 15315, in that the project is for the division of land in an urbanized area that is zoned for residential use, into four

parcels and the proposed project conforms with the General Plan and zoning. The subject property is gently slope and no variances or exceptions are required.

### Conclusion

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit B ("Findings") for a complete listing of findings and evidence related to the above discussion.

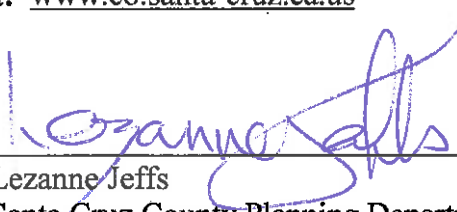
### Staff Recommendation

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- **APPROVAL** of Application Number **171077**, based on the attached findings and conditions.


**Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project.**

**The County Code and General Plan, as well as hearing agendas and additional information are available online at: [www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)**

Report Prepared By: \_\_\_\_\_

  
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Report Reviewed By: \_\_\_\_\_

  
Steven Guiney, AICP  
Principal Planner  
Development Review  
Santa Cruz County Planning Department

## **Exhibits**

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. Project plans
- E. Design Guidelines
- F. Assessor's, Location, Zoning and General Plan Maps
- G. Parcel information
- H. Will-serve letters
- I. Easement for access over Paul Minnie Court
- J. Neighborhood meeting and notification
- K. 'Comments & Correspondence

## CALIFORNIA ENVIRONMENTAL QUALITY ACT NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Application Number: 171077  
Assessor Parcel Number: 026-071-19  
Project Location: No Situs (north side of Paul Minnie Court)

**Project Description: four lot minor land division**

**Person or Agency Proposing Project: Robert DeWitt, Hogan Land Services**

**Contact Phone Number: (831) 425 1617**

- A. ☐ The proposed activity is not a project under CEQA Guidelines Section 15378.  
B. ☐ The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060 (c).  
C. ☐ **Ministerial Project** involving only the use of fixed standards or objective measurements without personal judgment.  
D. ☐ **Statutory Exemption** other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).  
E. ☒ **Categorical Exemption**

Specify type: Class 15 - Minor Land Divisions (Section 15315)

**F. Reasons why the project is exempt:**

Minor land division within the urban services line with all urban services available.

In addition, none of the conditions described in Section 15300.2 apply to this project.

\_\_\_\_\_  
Lezanne Jeffs, Project Planner

Date: \_\_\_\_\_

## **Subdivision Findings**

**1. That the proposed subdivision meets all requirements or conditions of the Subdivision Ordinance and the State Subdivision Map Act.**

This finding can be made, in that the project meets all of the technical requirements of the Subdivision Ordinance and is consistent with the County General Plan and the Zoning Ordinance as set forth in the findings below.

**2. That the proposed subdivision, its design, and its improvements, are consistent with the General Plan, and the area General Plan or specific plan, if any.**

This finding can be made, in that the proposed division of land, its design, and its improvements, will be consistent with the General Plan. The project creates four single-family residential lots and is located in the Urban Medium Density Residential (R-UM) General Plan designation which allows a density of one unit for each 4,000 to 6,000 square feet of net developable parcel area. The proposed project is consistent with the General Plan, in that the development will result in four single-family parcels with net developable areas of 5,838 square feet, 5,603 square feet, 6,661 square feet and 5,013 square feet.

The project is consistent with the General Plan in that the full range of urban services is available, including public water and sewer service. All parcels will be accessed from Paul Minnie Avenue via Paul Minnie Court, a private right-of-way. The owners of the subject property have obtained a recorded easement over the Paul Minnie Court right-of-way that allows for access to the subject parcel, subject to the provision that maximum of four new dwellings may be constructed.

The proposed roadway/turning circle for the four proposed parcels would extend approximately 85 feet from the northern side of the turning circle at Paul Minnie Court. The proposed right-of-way complies with County Design Criteria for a new Urban Local Street.

The subdivision, as conditioned, will be consistent with the General Plan regarding infill development, in that the proposed residential development will be consistent with the pattern of surrounding development, and, as set out in the Design Guidelines, the proposed single-family residential homes will be consistent with the character of other structures in the surrounding neighborhood.

**3. That the proposed subdivision complies with Zoning Ordinance provisions as to uses of land, lot sizes and dimensions and any other applicable regulations.**

This finding can be made, in that the use of the property will be residential in nature and all of the proposed parcels would meet the minimum standards for the R-1-5 (Single Family Residential - 5,000 square feet minimum) zone district where the project is located and the project will be consistent with all of the required site and development standards of the R-1-5 zone district.



**4. That the site of the proposed subdivision is physically suitable for the type and density of development.**

This finding can be made, in that the site is roughly level and challenging topography does not affect the building site. All proposed development would be set back a minimum of 20 feet from the top of the drainage channel in compliance with County Code section 16.10.070(G)(3) so as to not increase the susceptibility of the proposed development to flood hazards. Technical reports prepared for the property conclude that the site is suitable for residential development, and the proposed building envelopes are properly configured to allow development in compliance with the required site standards. No environmental resources would be adversely impacted by the proposed development.

**5. That the design of the proposed subdivision or type of improvements will not cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.**

This finding can be made, in that no mapped or observed sensitive habitats or threatened species will be adversely impacted through the development of the site.

**6. That the proposed subdivision or type of improvements will not cause serious public health problems.**

This finding can be made, in that municipal water and sewer services are available to serve all proposed parcels.

**7. That the design of the proposed subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of property within the proposed subdivision.**

This finding can be made, in that no such easements are known to affect the project site.

**8. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.**

This finding can be made, in that the resulting parcels are oriented to the extent possible in a manner to take advantage of solar opportunities.

**9. The proposed development project is consistent with the Design Standards and Guidelines (sections 13.11.070 through 13.11.076) and any other applicable requirements of this chapter.**

The Design Guidelines for the proposed project require that any future residences incorporate architectural features such as pitched roofs, varied materials and a combination of one and two-story elements to break up the mass of the structures and reduce the visual impact of the proposed development on surrounding land uses and the natural landscape. The proposed modern craftsman architectural style of the future dwellings is compatible with the style of homes in the area and the proposed development is consistent with the County Design Review ordinance.



Application #: 171077  
APN: 026-071-19  
Owner: Marion Henry Construction

Landscaping, that would include planting of drought tolerant trees, shrubs and ground covers, is proposed along the Paul Minnie Court roadway and around the proposed cul-de-sac and parking bays. In addition, planting will be provided on an "island" in the center of the driveway where it joins Paul Minnie Court to provide increased privacy between the proposed development and the existing homes.

Therefore, this finding can be made.

**EXHIBIT B**

## **Development Permit Findings**

- 1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.**

This finding can be made, in that the project is located in an area designated for residential uses. Construction will comply with prevailing building technology, the California Building Code, and the County Building ordinance to ensure the optimum in safety and the conservation of energy and resources. The full range of urban services is available, including public water and sewer service.

- 2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.**

This finding can be made, in that the proposed location of the minor land division and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the R-1-5 (Single family residential - 5,000 square feet minimum) zone district. The use of the property will be residential in nature and all of the proposed parcels would meet the minimum standards for the R-1-5 (Single Family Residential - 5,000 square feet minimum) zone district where the project is located and the project will be consistent with all of the required site and development standards of the R-1-5 zone district.

- 3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.**

This finding can be made, in that the proposed residential use is consistent with the use and density requirements specified for the R-UM (Urban Medium Density Residential) land use designation in the County General Plan.

The proposed land division will not adversely impact the light, solar opportunities, air, and/or open space available to other structures or properties and meets all current site and development standards for the zone district as specified in Policy 8.1.3 (Residential Site and Development Standards Ordinance), in that the proposed building envelopes are properly configured to allow development in compliance with the required setbacks so that future homes will not adversely shade adjacent properties, and will meet all current setbacks for the zone district.

The proposed land division will be properly proportioned to the parcel size and the character of the neighborhood as specified in General Plan Policy 8.6.1 (Maintaining a Relationship Between Structure and Parcel Sizes), in that future development is required to comply with the all required site and development standards for the R-1-5 zone district (including setbacks, lot coverage, floor area ratio, height, and number of stories) so that the future homes will be consistent with a design that could be approved on any similarly sized lot in the vicinity.

A specific plan has not been adopted for this portion of the County.

**EXHIBIT B**

**4. That the proposed use will not overload utilities, and will not generate more than the acceptable level of traffic on the streets in the vicinity.**

This finding can be made, in that the proposed land division is to be constructed on an existing undeveloped lot. The expected level of traffic generated by the proposed project is anticipated to be only eight peak trips per day (including 1 morning peak trip and 1 afternoon peak trip per day, per dwelling unit). Such an increase will not adversely impact existing roads or intersections in the surrounding area.

Utilities will not be overloaded in that the water department and sanitation district have provided will-serve letters for the revised project.

**5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.**

This finding can be made, in that the proposed development is located in an area surrounded by parcels that are zoned for residential use and the proposed minor land division will result in a development that is consistent with the land use intensity and density of the neighborhood. The development is set within in a mixed neighborhood containing a variety of architectural styles and the Design Guidelines that have been submitted in support of the project will result in the construction of homes that are consistent with the existing range of styles.

**6. The proposed development project is consistent with the Design Standards and Guidelines (sections 13.11.070 through 13.11.076), and any other applicable requirements of this chapter.**

The Design Guidelines for the proposed project require that any future residences incorporate architectural features such as pitched roofs, varied materials and a combination of one and two-story elements to break up the mass of the structures and reduce the visual impact of the proposed development on surrounding land uses and the natural landscape. The proposed modern craftsman architectural style of the future dwellings is compatible with the style of homes in the area and the proposed development is consistent with the County Design Review ordinance.

Landscaping, that would include planting of drought tolerant trees, shrubs and ground covers, is proposed along the Paul Minnie Court roadway and around the proposed cul-de-sac and parking bays. In addition, planting will be provided on an "island" in the center of the driveway where it joins Paul Minnie Court to provide increased privacy between the proposed development and the existing homes.

Therefore, this finding can be made.

## Conditions of Approval

### Land Division 171077

Applicant: Bob DeWitt, Hogan Land Services

Property Owner: Marion Henry Construction

Assessor's Parcel Number(s): 026-071-19

Property Address and Location: North side of Paul Minnie Court at between 120 and 400 feet east of the intersection with Paul Minnie Avenue

Planning Area: Live Oak

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#### Exhibit(s):

- D. Tentative Map, Survey and Civil Engineering – 6 sheets prepared by Robert L. DeWitt, Registered Professional Engineer (Hogan Land Services), dated March 2017, revised 10/10/18; Landscape Architectural plans – prepared by Gregory Lewis, Landscape Architect, 1 sheet drawn 7/10/17, revised 9/22/18.
- E. Design Guidelines

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All correspondence and maps relating to this land division shall carry the land division number noted above.

- I. Prior to exercising any rights granted by this Approval, the owner shall:
  - A. Sign, date and return one copy of the Approval to indicate acceptance and agreement with the conditions thereof.
  - B. Record the Conditions of Approval with the Parcel Map. The Conditions of Approval shall be applicable to all resulting parcels.
- II. A Parcel Map for this land division must be recorded prior to the expiration date of the tentative map and prior to sale, lease or financing of any new lots. The Parcel Map shall be submitted to the County Surveyor (Department of Public Works) for review and approval prior to recordation. No improvements, including, without limitation, grading and vegetation removal, shall be done prior to recording the Parcel Map unless such improvements are allowable on the parcel as a whole (prior to approval of the land division). The Parcel Map shall meet the following requirements:
  - A. The Parcel Map shall be in general conformance with the approved Tentative Map and shall conform to the conditions contained herein. All other State and County laws relating to improvement of the property, or affecting public health and safety shall remain fully applicable.
  - B. This land division shall result in no more than four (4) single-family residential parcels, including a right-of-way for access, utilities and landscaping.

- C. The minimum net developable area shall be 5,000 square feet per unit.
- D. The following items shall be shown on the Parcel Map:
  - 1. Building envelopes and a right-of-way/common area located according to the approved Tentative Map. The building envelopes for the project shall meet the minimum setbacks for the R-1-5 zone district and shall also meet the required 20-foot setback from the drainage channel as required by County Code section 16.10.070(G)(3).
  - 2. Show both the gross and the net area of each lot to nearest square foot.
  - 3. All easements and dedications to be recorded prior to recordation of the Parcel Map.
- E. The following requirements shall be noted on the Parcel Map as items to be completed prior to obtaining a building permit on lots created by this land division:
  - 1. New parcel numbers for all of the parcels must be assigned by the Assessor's Office prior to application for a Building Permit on any parcel created by this land division.
  - 2. Lots shall be connected for water service to the City of Santa Cruz Water District. All regulations and conditions of the water district shall be met. Proof of water service availability is required prior to issuance of a building permit on any parcel.
  - 3. Lots shall be connected for sewer service to Santa Cruz County Sanitation District. All regulations and conditions of the sanitation district shall be met. Proof of sewer service availability is required prior to issuance of a building permit on any parcel.
  - 4. Construction on the lots shall conform to the Design Guidelines approved for this minor land division , Exhibit E and and shall also meet the following additional conditions:
    - a. Notwithstanding the approved Design Guidelines, all future development shall comply with the development standards for the R-1-5 zone district. Development on each parcel shall not exceed 40% lot coverage, or 50% floor area ratio, or other standard as may be established for the zone district.
    - b. No fencing shall exceed three feet in height within the required 20-foot front yards of the proposed homes. Fencing at the required 20-foot street-side yard setback from Paul Minnie Court on Lot 1

is required to be set back a minimum of 10 feet from the property line to allow for landscaping along the southern edge of the proposed development. Fencing along the southern side of Lot 1 may be a maximum of 6 feet in height. All other fencing shall comply with the standards set out in County Code section 13.10.525 (or successor ordinance).

5. All future development on the lots shall comply with the requirements of the approved geotechnical report.
6. A written statement will be submitted, signed by an authorized representative of the school district in which the project is located, confirming payment in full of all applicable developer fees and other requirements lawfully imposed by the school district in which the project is located. A fee credit may be granted for the dwelling(s) that were demolished. It is the applicant's responsibility to provide the required information to support of a request for a reduction of fees.
7. Note that the Addressing Coordinator in the Santa Cruz County Planning Department shall assign numbers for new dwellings concurrent with the processing of Building Permits for each dwelling.
8. Prior to any building permit issuance or ground disturbance, a detailed erosion control plan shall be reviewed and approved by the Department of Public Works and the Planning Department. The erosion control plans shall identify the type of erosion control practices to be used and shall include the following:
  - a. Silt and grease traps shall be installed according to the approved improvement plans.
  - b. An effective sediment barrier placed along the perimeter of the disturbance area and maintenance of the barrier.
  - c. Spoils management that prevents loose material from clearing, excavation, and other activities from entering any drainage channel.
  - d. Earthwork between October 15 and April 15 requires a separate winter grading approval from Environmental Planning that may or may not be granted.
9. Any changes from the approved Exhibit D, including but not limited to the Tentative Map, Preliminary Improvement Plans, or the attached exhibits for landscaping, must be submitted for review and approval by the Planning Department. Changes may be forwarded to the decision making

body to consider whether they are sufficiently material to warrant consideration at a public hearing noticed in accordance with Section 18.10.223 of the County Code. Any changes that are on the final plans which do not conform to the project conditions of approval shall be specifically illustrated on a separate sheet and highlighted in yellow on any set of plans submitted to the County for review.

III. Prior to recordation of the Parcel Map, the following requirements shall be met:

- A. Submit a letter of certification from the Tax Collector's Office that there are no outstanding tax liabilities affecting the subject parcels.
- B. Meet all drainage requirements of the Department of Public Works, Stormwater management section, as follows:
  1. The preliminary upstream watershed area figure for the existing channel is noted. The preliminary analysis for the existing channel running along the eastern boundary has been received. If the rational method is used provide updated analysis using runoff factors appropriate for current land use and zoning build out (much of the watershed is not single family residential). The response to comments states that the analysis was updated, yet no updated analysis was provided, and the expected flows used in the downstream channel capacity analysis are unchanged.
  2. Provide additional spot elevations for the cul-de-sac describing how runoff from the proposed cul-de-sac and lot will be directed to the proposed inlets so that no runoff is directed to Paul Minnie Court. Provide additional grading/spot elevations for parcel 4 demonstrating that none of this parcel drains/will drain to the adjacent parcel and existing drainage improvements.
  3. Please confirm with the water department that the water service lines locations relative to the stormwater management is acceptable and in conformance with state and local standards.
  4. Private storm drainage easements should be provided for all proposed common drainage facilities serving the land division, for facilities providing drainage from lot through another (for example, the 4 inch drain from parcel 2 crosses over parcel 1 and requires an easement), and for facilities accommodating runoff from the adjacent NE watershed through the project and to bypass onsite mitigation facilities. The final map should clearly depict these easement areas, specifically state that these easements are to be privately maintained, that they shall be kept free and clear from buildings or structures of any kind, and identify which party(ies) are responsible for maintenance. Easement widths shall be adequate for maintenance, repair and replacement without impact to structures or other



permanent facilities. Provide Homeowner's Association CC&R's and recorded maintenance agreement with maintenance requirements.

5. Provide landscape and architectural plans with surfacing, grading, and drainage information for review for consistency with the civil plans.
6. Recorded maintenance agreement(s) for stormwater management and mitigation facilities is required (include catch basins, pipes, outlets, pervious pavement, detention facility, etc.). Include detailed management activities, maintenance requirements, schedule, signs of system failure, and responsible party both in the recorded maintenance agreement as well as the final plans. The maintenance agreement should also include the standard language provided in Fig. SWM-B of the CDC and have at least 2 attached exhibits (one site map with mitigation location and watershed maps, and one maintenance checklist/log).
7. This site receives runoff from upstream offsite areas both via the existing channel and directly from adjacent parcels from the NE. Per Section G.3 of the CDC please provide a recorded document that acknowledges that the parcel does and will continue to receive upstream runoff from adjacent NE parcels, that the property owner/s is responsible for maintenance of the drainage pathway/s through the parcel, and that the County and Flood Control District are not responsible for the direct upstream runoff or for maintenance of the drainage pathway/s. This wording may be included in the SWM 25B agreement (see comment No. 12 above).
8. The final map shall include a dedication to the Zone 5 Flood Control and Water Conservation district for the 10 foot maintenance access easement and the drainage channel easement along the eastern property boundary.
9. All catch basins inlets shall include markings stating "No Dumping – Drains to Bay or equivalent. The HOA shall be responsible for maintaining these markings.
10. Zone 5 fees will be assessed on the net increase in permitted impervious area following the Unified Fee Schedule in place at final map approval/building permit issuance. The fees are currently \$1.31 per square foot and are subject to increase based on the amount applicable at permit issuance date. Reduced fees (50%) are assessed for semi-pervious surfacing without liners (such as gravel, base rock, paver blocks, porous pavement, etc.) to offset costs and encourage more extensive use of these materials. For credit for existing impervious area provide documentation that demonstrates the impervious area was installed with a previously approved permit or were in place prior to establishment of Zone 5 in 1969.
11. Provide a letter from the geotechnical engineer reviewing and approving the final stormwater management design.

12. Update the onsite design so that all runoff for storms up to and including the 25-year storm from impervious and semi-pervious surfacing is held on site considering full build out of each lot (runoff can be infiltrated, stored and reused, etc.). Provide a final analysis demonstrating how this storage will be provided and how safe overflow is accommodated.

ALTERNATIVELY, .... Runoff may be directed to the existing stream channel at the eastern property boundary. However, because there are downstream culverts on private properties that are known to be in poor condition, this option will only be approved subject to the following:

- a. Coordinate with the downstream private property owners to fix the downstream culvert sections that are in poor condition.
- C. If the above described alternative is chosen, the following requirements of the Department of Public Works, Stormwater management section shall be addressed:
1. The project shall be conditioned to build the new cul-de-sac and future driveways out of pervious surfacing.
  2. The project shall be conditioned to meet Part 3 Section C.3.b by incorporating mitigations that will either infiltrate the 2 year, 2 hour storm consistent with subsection (i), by incorporating LID systems sized to meet subsection (ii), or by including biofiltration treatment systems sized to meet subsection (iii).
  3. Provide final grading, drainage, surfacing, and mitigation information for the proposed project. Provide a stormwater management/drainage plan which is not combined with the erosion control plan and which clearly shows all existing and permitted impervious area coverage on the site and all proposed impervious areas and proposed drainage facilities. Include a detail for the design of the proposed outfalls. The stormwater plan shall include a legend that describes each type of surfacing proposed both as subdivision improvements and as maximum building permit build out. Details and specifications for each type of surfacing proposed adequate for construction and for evaluation of pervious/imperviousness shall be included in the improvement plans. Spot elevations and/or grades shall be provided and shall be consistent between plan sheets and the final stormwater analysis for watershed area. If the land division will construct common mitigations (detention facility) sized for future development on proposed lots please specify maximum impervious area and maximum drainage area directed to the detention facility for each proposed lot on the final improvement plans and non-title sheet of the recorded map. If stormwater mitigations (biofiltration treatment systems) for the proposed lots will not be built with the land division, but will be built with

individual building permits and located on individual lots, the design criteria that they must be built to and the methods for compliance and the maximum impervious areas allowed on each lot shall be specified both on the final improvement plans and non-title sheet of the recorded map. Notes specifying how runoff from all impervious areas will be routed to mitigation facilities shall be included on the stormwater management plan. Facilities which accommodate runoff from the adjacent upstream 1.13 acre watershed NW of the project must be built as part of the subdivision improvements and shown on the improvement plans.

4. Provide details and analysis for the pavers in the proposed cul-de-sac demonstrating that the cross section provided comply with the water quality mitigation requirements per Section C.3.b of the County Design Criteria. The pavers shall be pervious or semi-pervious and the improvement plans and maintenance agreement shall specify minimum surface infiltration rates as well as method for testing infiltration rates both prior to construction final and with ongoing maintenance required by the Homeowner's Association.
5. Provide a final signed and stamped Stormwater Management Report that includes analysis demonstrating compliance with the CDC for all proposed facilities included with the land division application and that checks feasibility of the design and location of mitigations that will be built with individual building permits. The final Stormwater Management Report shall include the engineer's assessment of the onsite and downstream channels and the facilities that serve Paul Minnie Court. The final report shall include a post development watershed map that shows areas that will drain and their assumed impervious areas to the common detention facility. The report shall address Sections C.2, C.3a, C.3b and C.3c of the CDC. The report shall include analysis for proposed facilities that will accommodate runoff from the adjacent upstream 1.13 acre watershed to the NW of the project.
6. The final map shall include a dedication to the Zone 5 Flood Control and Water Conservation district for the 10 foot maintenance access easement and the drainage channel easement along the eastern property boundary. The dedication shall include wording that clearly excepts the proposed outfalls serving the land division. Given the two outfall locations within the setback and the proposed County maintained easement, recorded documentation will be needed so that this is clear that the outfalls will be maintained by the homeowner's association (HOA) and that the HOA will be responsible for any channel and slope erosion and stability in the vicinity of the outfalls. This wording shall be included both on the recorded map and in the CC&Rs and recorded maintenance agreement. Please coordinate with County Real Property and Zone 5 Flood Control staff for approval of draft language.

7. The final geotechnical approval letter shall include specific approval and evaluation of the stability of the existing channel along the eastern boundary and approval/evaluation of proposed locations and design of the detention and bypass outfalls. Provide geotechnical investigation or soils report or other engineering evaluation for the project site supporting the project design and argument technical infeasibility of onsite infiltration.
- D. Meet all requirements of the Environmental Planning Section of the Planning Department, including the following:
1. The applicant shall provide a stormwater pollution control plan that meets all the requirements of the County's Construction Site Stormwater Pollution Control BMP Manual. If the total disturbance area for the project exceeds one acre, the Stormwater Pollution Control Plan will be required to be prepared by a Qualified SWPPP Developer. In addition, the applicant will be required to obtain a permit from the State Regional Water Quality Control Board.
  2. Plans shall reference the soils report, include contact information for the geotechnical engineer, and include a statement that the project shall conform to the report's recommendations.
  3. The applicant shall provide a plan review letter from the project soils engineer approving the final revised plans once all are
- E. Meet all requirements of the Santa Cruz County Sanitation District including, without limitation, the following standard conditions:
1. Submit and secure approval of an engineered sewer improvement plan providing sanitary sewer service to each parcel.
  2. Pay all necessary bonding, deposits, and connections fees, and furnish a copy of the CC&Rs/shared maintenance agreement to the district.
  3. Applicant/developer shall provide a copy of the CC&Rs to the Sanitation District showing the inclusion of the Homeowner's sewer system maintenance responsibilities, prior to filing of the Parcel map and building permit issuance.
- F. A Homeowners Association (HOA) shall be formed, or a shared maintenance agreement for maintenance of all areas under common ownership/responsibility including roadways, all landscaping, drainage structures, water lines, sewer laterals, fences, silt and grease traps. A copy of the CC&R's and/or the shared maintenance agreement shall be provided to the Planning Department and shall include the following, which are permit conditions:

1. All landscaping within the common area shall be permanently maintained by the Homeowners Association or shared maintenance association.
  2. All drainage structures, including silt and grease traps and detention facilities, shall be permanently maintained by the Homeowners Association or shared maintenance association.
  3. Annual inspection of the silt and grease traps shall be performed and reports sent to the Drainage section of the Department of Public Works on an annual basis. Inspections shall be performed prior to October 15 each year. The expense for inspections and report preparation shall be the responsibility of the Homeowners Association or shared maintenance association.
    - a. A brief annual report shall be prepared by the trap inspector at the conclusion of each October inspection and submitted to the Drainage section of the Department of Public Works within 5 days of the inspection. This monitoring report shall specify any repairs that have been done or that are needed to allow the trap to function adequately.
- G. Engineered improvement plans for all water line extensions required by City of Santa Cruz Water District shall be submitted for the review and approval of the water agency.
- H. All new utilities shall be underground. All facility relocation, upgrades or installations required for utilities service to the project shall be noted on the construction plans. All preliminary engineering for such utility improvements is the responsibility of the owner/applicant. Pad-mounted transformers shall not be located in the front setback or in any area visible from public view unless they are completely screened by walls and/or landscaping (underground vaults may be located in the front setback). Utility equipment such as gas meters and electrical panels shall not be visible from public streets or building entries. Backflow prevention devices must be located in the least visually obtrusive location.
- I. All requirements of the Central Fire Protection District shall be met.
- J. Park dedication in-lieu fees shall be paid for 12 bedrooms (3/dwelling unit). These fees are currently \$1000 per bedroom but are subject to change. Note: If plans submitted for building permits for the proposed dwellings include more than 3 bedrooms, additional fees based upon the number of additional bedrooms, shall be paid prior to issuance of the building permit.
- K. Child Care Development fees shall be paid for 12 bedrooms (3/dwelling unit). These fees are currently \$109 per bedroom but are subject to change. Note: If plans submitted for building permits for the proposed dwellings include more than 3 bedrooms, additional fees based upon the number of additional bedrooms, shall

be paid prior to issuance of the building permit.

- L. Transportation improvement fees shall be paid for four (4) dwelling units. These fees are currently \$3,000 per unit but are subject to change.
- M. Roadside improvement fees shall be paid for four (4) dwelling units. These fees are currently \$3,000 per unit but are subject to change.
- N. Prior to recordation of the Parcel Map, the applicant shall enter into a Certification and Participation Agreement with the County of Santa Cruz to meet the Affordable Housing Requirements specified by Chapter 17.10 of the County Code and Santa Cruz County Affordable Housing Guidelines.
  - 1. New units are subject to an Affordable Housing Impact Fee based on habitable square footage. Currently the fee is \$2 per square foot for homes under 2,000 square feet; \$3 per square foot for homes between 2,001-2,500 square feet; and \$5 per square foot for homes between 2,501-3000 square feet.
- O. Submit and secure approval of engineered improvement plans from the Department of Public Works and the Planning Department for all roads, curbs and gutters, storm drains, erosion control, and other improvements required by the Subdivision Ordinance, noted on the attached tentative map and/or specified in these conditions of approval. A subdivision agreement backed by financial securities (equal to 150% of engineer's estimate of the cost of improvements), per Sections 14.01.510 and 511 of the Subdivision Ordinance, shall be executed to guarantee completion of this work. Improvement plans shall meet the following requirements:
  - 1. All improvements shall be prepared by a registered civil engineer and shall meet the requirements of the County of Santa Cruz Design Criteria except as modified in these conditions of approval. Plans shall also comply with applicable provisions of the State Building Code regarding accessibility.
    - a. The proposed interior access road/turnaround shall include two minimum 14-foot wide access drives marked for one-way travel (one in either direction), separated by a planted median strip, within a minimum 40-foot right-of-way, and a 32-foot minimum paved turning circle within a minimum 42-foot radius right-of-way. A minimum of four (4) parking bays shall be provided within the right-of-way area.
  - 2. The improvement plans shall indicate that the adjacent roadway (Paul Minnie Court) will be repaved (or slurry-sealed at a minimum) as required

to meet the conditions of the "Easement for Right-of-Way and Development" recorded at 2017-0014516 of Official county records, on 5/2/2017. This work shall be performed after utilities and all other roadway improvements have been installed. Paint striping and traffic markings shall be replaced after repaving, if applicable.

3. Complete drainage details including existing and proposed contours, plan views and centerline profiles of all driveway improvements, complete drainage calculations and all volumes of excavated and fill soils.
  4. Details for the installation of required silt and grease traps to filter runoff from the parking area. Submit a silt and grease trap maintenance agreement to the Department of Public Works.
  5. A detailed erosion control plan shall be submitted which includes the following: a clearing and grading schedule that limits grading to the period of April 15 - October 15, clearly marked disturbance envelope, revegetation specifications, silt barrier locations, temporary road surfacing and construction entry stabilization, sediment barriers around drain inlets, etc. This plan shall be integrated with the improvement plans that are approved by the Department of Public Works, and shall be submitted to Environmental Planning staff for review and approval prior to recording of the Parcel Map.
- P. Submit a final Landscape Plan for the entire site for review and approval by the Planning Department. The landscape plan shall specify plant species, size and location, and shall include irrigation plans, which meet the following criteria and must conform to all water conservation requirements of the local water district and the following conservation regulations:
1. Turf Limitation. Turf area shall not exceed 25 percent of the total landscaped area. Turf area shall be of low to moderate water-using varieties, such as tall or dwarf fescue.
  2. Plant Selection. At least 80 percent of the plant materials selected for non-turf areas (equivalent to 60 percent of the total landscaped area) shall be well-suited to the climate of the region and require minimal water once established (drought tolerant). Native plants are encouraged. Up to 20 percent of the plant materials in non-turf areas (equivalent to 15 percent of the total landscaped area), need not be drought tolerant, provided they are grouped together and can be irrigated separately.
  3. Soil Conditioning. In new planting areas, soil shall be tilled to a depth of 6 inches and amended with six cubic yards of organic material per 1,000 square feet to promote infiltration and water retention. After planting, a minimum of 2 inches of mulch shall be applied to all non-turf areas to



retain moisture, reduce evaporation and inhibit weed growth.

4. Irrigation Management. All required landscaping shall be provided with an adequate, permanent and nearby source of water which shall be applied by an installed irrigation, 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.
  - a. The irrigation plan and an irrigation schedule for the established landscape shall be submitted with the building permit applications. The irrigation plan shall show the location, size and type of components of the irrigation system, the point of connection to the public water supply and designation of hydrozones. The irrigation schedule shall designate the timing and frequency of irrigation for each station and list the amount of water, in gallons or hundred cubic feet, recommended on a monthly and annual basis.
  - b. Appropriate irrigation equipment, including the use of a separate landscape water meter, pressure regulators, automated controllers, low volume sprinkler heads, drip or bubbler irrigation systems, rain shutoff devices, and other equipment shall be used to maximize the efficiency of water applied to the landscape.
  - c. Plants having similar water requirements shall be grouped together in distinct hydrozones and shall be irrigated separately.
  - d. Landscape irrigation should be scheduled between 6:00 p.m. and 11:00 a.m. to reduce evaporative water loss.

IV. Prior to any site disturbance or physical construction on the subject property the following condition(s) shall be met:

- A. The 20-foot setback from the top of bank shall be staked in the field and fenced off during construction. A temporary exception will be made to install the drainage improvements.
- B. Pre-Construction Meeting: In order to ensure that the conditions of approval are communicated to the various parties responsible for constructing the project, prior to any disturbance on the property the applicant shall convene a pre-construction meeting on the site. The following parties shall attend: the applicant, grading contractor supervisor, and Santa Cruz County Environmental Planning staff.

V. All future construction within the property shall meet the following conditions:

- A. Building Permits shall be obtained from the Santa Cruz County Building Official for all proposed structures.

1. Any outstanding balance due to the Planning Department must be paid prior to making a Building Permit application. Applications for Building Permits will not be accepted or processed while there is an outstanding balance due.
- B. If final grading plans show that the required site grading will exceed 100 cubic yards, a Grading Permit shall be obtained from the Santa Cruz County Building Official.
- C. No land clearing, grading or excavating shall take place between October 15 and April 15 unless the Planning Director approves a separate winter erosion-control plan. Approval of winter grading may or may not be granted.
- D. No land disturbance shall take place prior to issuance of building permits (except the minimum required to install required improvements, provide access for County required tests or to carry out work required by another of these conditions).
- E. Prior to the issuance of Building Permits, the following requirements of the Environmental Planning Section of the Planning Department shall be met:
  1. The applicant shall provide 2 copies of the soils report and any addenda with the building permit applications.
  2. Plans shall reference the soils report and any addenda and include a statement that the project shall conform to the geotechnical engineer's recommendations.
  3. Plans shall include a site-specific stormwater pollution control plan that meets the requirements set forth in the County's Construction Site Stormwater Pollution Control BMP Manual. The Manual may be found on our website at [sccoplanning.com](http://sccoplanning.com) by navigating to Environmental / Erosion and Stormwater Pollution Control / Construction Site Stormwater BMP Manual.
  4. Plans shall include a site-specific drainage plan that complies with the requirements set forth in 2013 California Building Code (CBC) Section 1804.3 and the recommendations of the soils engineer.
  5. The applicant shall submit a signed and stamped Soils (Geotechnical) Engineer Plan Review Form to Environmental Planning. The plan review form shall reference each reviewed sheet of the final plan set by its last revision date. Any updates to the soils report recommendations necessary to address conflicts between the report and plans must be provided via a separate addendum to the soils report. The author of the report shall sign

and stamp the completed form.

- F. Pursuant to Sections 16.40.040 and 16.42.080 of the County Code, if at any time during site preparation, excavation, or other ground disturbance associated with this development, any artifact or other evidence of an historic archaeological resource or a Native American cultural site is discovered, the responsible persons shall immediately cease and desist from all further site excavation and notify the Sheriff-Coroner if the discovery contains human remains, or the Planning Director if the discovery contains no human remains. The procedures established in Sections 16.40.040 and 16.42.080, shall be observed.
- G. To minimize noise, dust and nuisance impacts of surrounding properties to insignificant levels during construction, the owner/applicant shall or shall have the project contractor, comply with the following measures during all construction work:
  - 1. Limit all construction to the time between 8:00 am and 5:00 pm weekdays unless a temporary exception to this time restriction is approved in advance by County Planning to address an emergency situation; and
  - 2. Each day it does not rain, wet all exposed soil frequently enough to prevent significant amounts of dust from leaving the site.
  - 3. The applicant shall designate a disturbance coordinator and a 24-hour contact number shall be conspicuously posted on the job site. The disturbance coordinator shall record the name, phone number, and nature of all complaints received regarding the construction site. The disturbance coordinator shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.
- H. One construction/security trailer (maximum 12 feet by 60 feet) is allowed on the site during the construction. The location of the trailer shall conform to all yard setbacks contained in the conditions of approval and shall be shown on the site plan for each phase of construction. Compliance with County Code section 13.10.683 or any successor ordinance is required. A building permit is required for the installation of the construction trailer and the construction trailer shall be removed from the site prior to final inspection of the minor land division.
- I. Construction of improvements shall comply with the requirements of the approved geotechnical report(s). The project geotechnical engineer shall inspect the completed project and certify in writing that the improvements have been constructed in conformance with the geotechnical report(s).
- J. All required improvements shall be installed and inspected by the Department of Public Works and Planning Department prior to final inspection clearance for any new structure on the new lots.

- VI. In the event that future County inspections of the subject property disclose non-compliance with any Conditions of this Approval or any violation of the County Code, the owner shall pay to the County the full cost of such County inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including Approval revocation.
- VII. As a condition of this development approval, the holder of this development approval ("Development Approval Holder"), is required to defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents, from and against any claim (including attorneys' fees), against the COUNTY, its officers, employees, and agents to attack, set aside, void, or annul this development approval of the COUNTY or any subsequent amendment of this development approval which is requested by the Development Approval Holder.
- A. COUNTY shall promptly notify the Development Approval Holder of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. COUNTY shall cooperate fully in such defense. If COUNTY fails to notify the Development Approval Holder within sixty (60) days of any such claim, action, or proceeding, or fails to cooperate fully in the defense thereof, the Development Approval Holder shall not thereafter be responsible to defend, indemnify, or hold harmless the COUNTY if such failure to notify or cooperate was significantly prejudicial to the Development Approval Holder.
- B. Nothing contained herein shall prohibit the COUNTY from participating in the defense of any claim, action, or proceeding if both of the following occur:
1. COUNTY bears its own attorney's fees and costs; and
  2. COUNTY defends the action in good faith.
- C. Settlement. The Development Approval Holder shall not be required to pay or perform any settlement unless such Development Approval Holder has approved the settlement. When representing the County, the Development Approval Holder shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the development approval without the prior written consent of the County.
- D. Successors Bound. "Development Approval Holder" shall include the applicant and the successor(s) in interest, transferee(s), and assign(s) of the applicant.
- E. Within 30 days of the issuance of this development approval, the Development Approval Holder shall record in the office of the Santa Cruz County Recorder an agreement, which incorporates the provisions of this condition, or this development approval shall become null and void.

**AMENDMENTS TO THIS LAND DIVISION APPROVAL SHALL BE  
PROCESSED IN ACCORDANCE WITH CHAPTER 18.10 OF THE COUNTY CODE.**

This Tentative Map is approved subject to the above conditions and the attached map, and expires 24 months after the 14-day appeal period. The Parcel Map for this division, including improvement plans if required, should be submitted to the County Surveyor for checking at least 90 days prior to the expiration date and in no event later than 3 weeks prior to the expiration date.

**cc: County Surveyor**

Approval Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Planning Commission, may appeal the act or determination to the Board of Supervisors in accordance with chapter 18.10 of the Santa Cruz County Code.





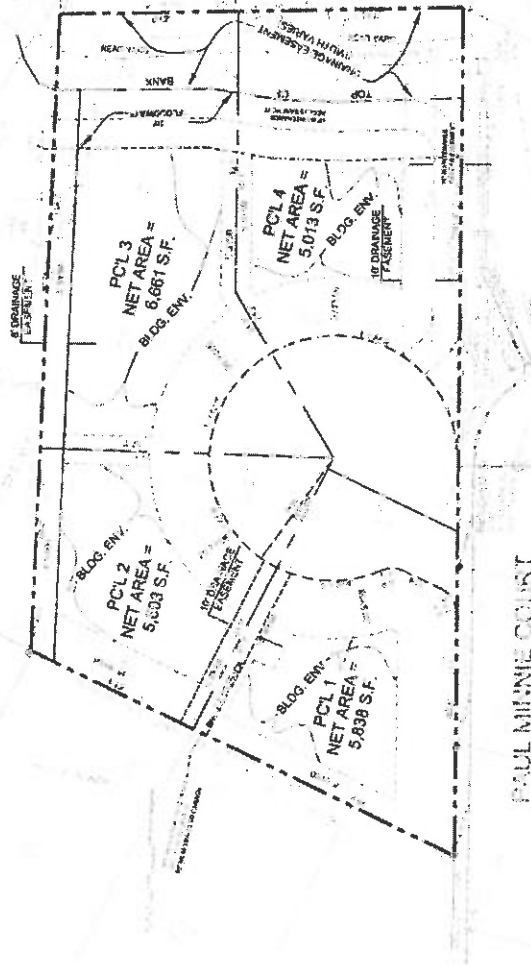


**SURVEY NOTE:**  
BASE TOPO FROM SURVEY BY MCGREGOR  
LAND SURVEYING, DATED 2008.  
TOPOGRAPHIC SURVEY SPOT-CHECKED BY  
HOGAN LAND SERVICES IN JANUARY, 2017.  
UPON APPROVAL OF THE TENTATIVE MAP, A  
COMPLETE BOUNDARY SURVEY SHALL BE  
PERFORMED FOR THE FINAL PARCEL MAP.



**NOTES:**

1. LOT LAYOUTS AND SETBACKS PER R-1-5 ZONING REQUIREMENTS.
2. SEE TABLE BELOW FOR LOT AREA SUMMARY. FINAL LOT AREAS SUBJECT TO FINAL SURVEY FOR PARCEL MAP.
3. "NET SITE AREA" IS GROSS LOT AREA LESS CUL-DE-SAC ACCESS EASEMENT, LESS THE AREA WITHIN THE 20' FLOODWAY AND LESS THE DRAINAGE CHANNEL EASEMENT AREA. THE "NET SITE AREA" INCLUDES THE AREAS WITHIN THE DRAINAGE EASEMENT'S (EXCLUSIVE OF THE CHANNEL EASEMENT AREA) AND ALSO INCLUDES THE AREA WITHIN THE MAINTENANCE ACCESS EASEMENT, EXCEPTING OUT THE 20' FLOODWAY.
4. MAINTENANCE ACCESS EASEMENT AND DRAINAGE CHANNEL EASEMENT TO BE OFFERED FOR DEDICATION TO THE COUNTY OF SANTA CRUZ ON THE FINAL PARCEL MAP.



**SITE PLAN**  
SCALE: 1" = 20'

**LOT AREA SUMMARY**

PROPOSED LOTS	GRASSY AREA	DR. SAC	LESS 20' FLOODWAY	NET SITE AREA	NET SITE AREA
PCL 1	7,547	11,500	0	0	5,838
PCL 2	6,042	11,000	0	0	5,603
PCL 3	12,782	11,000	0	0	6,661
PCL 4	12,778	11,000	0	0	5,013
<b>TOTALS</b>	<b>39,149</b>	<b>43,500</b>	<b>0</b>	<b>0</b>	<b>22,115</b>

**CON SUMMARY NOTES:**  
 1. THIS PLAN IS A TENTATIVE MAP.  
 2. THE DRAINAGE CHANNEL EASEMENT IS SUBJECT TO THE 20' FLOODWAY.  
 3. THE DRAINAGE CHANNEL EASEMENT IS SUBJECT TO THE 20' FLOODWAY.  
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 10. THE DRAINAGE CHANNEL EASEMENT IS SUBJECT TO THE 20' FLOODWAY.

**EXHIBIT D**

**DEVELOPMENT CONSTRAINTS PER  
DOC. NO. 2017-0714516:**

- EXHIBIT C, ADDENDUM, INCLUDES THE FOLLOWING KEY RESTRICTIONS:
- 3.1 ACCESS VIA PAUL MINNIE COURT GRANTED TO THIS PARCEL ONLY
  - 3.2 5' SETBACK FROM PAUL MINNIE COURT
  - 3.3 5' SETBACK FROM PAUL MINNIE COURT
  - 3.4 5' SETBACK FROM PAUL MINNIE COURT
  - 3.5 5' SETBACK FROM PAUL MINNIE COURT
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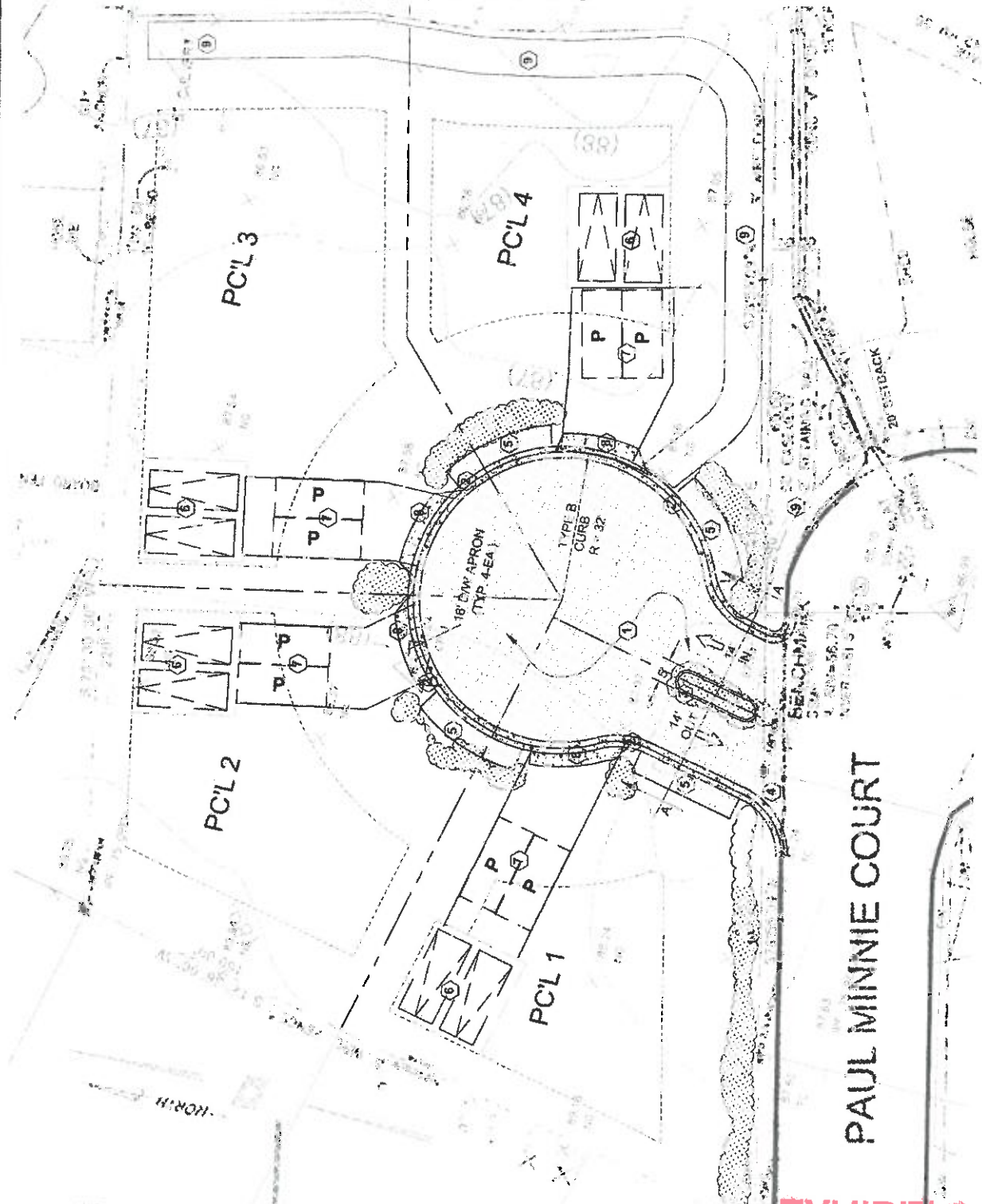
**KEY TO ITEMS:**

**A. ACCESS ROADWAY ITEMS:**

- 1 CONC. PAVERS
- 2 TYPE "B" CONC. CURB
- 3 6" CONC. CURB (PLANTER)
- 4 A.C. SWALE
- 5 6' x 24" PARKING (PAVERS)
- 6 FUTURE 2-CAR GARAGE
- 7 FUTURE TANDEM PARKING
- 8 16' - WIDE CONC. DW APRON
- 9 CL. 2 AGG. BASE MAINT. ROAD

**GRADING NOTES:**

- 1. MINOR GRADING LESS THAN 100 C.Y. FOR CONSTRUCTION OF CUL-DE-SAC AND DRIVEWAY APRONS
- 2. REFER TO ACCESS ROAD PROFILE ON SHEET P-1 FOR PRELIMINARY PROFILE GRADES AT CENTERLINE OF CUL-DE-SAC
- 3. REFER TO "GEOTECHNICAL INVESTIGATION - DESIGN PHASE" BY ROCK SOLID ENGINEERING, PROJECT NO. 06031, DATED MAY 25, 2017, FOR RECOMMENDATIONS TO BE INCORPORATED INTO THE CONSTRUCTION PHASE PLANS.



**PAUL MINNIE COURT**

PLAN  
SCALE: 1" = 10'

**EXHIBIT D**



**HOGAN LAND SERVICES**

TENTATIVE MAP  
FOR  
MARION HENRY CONSTRUCTION, LLC  
PAUL MANNIE COURT M.D.

P-5

**KEY TO ITEMS:**

- A. SEWER ITEMS:**
- (E) 6" SAN. SEWER
  - (E) MANHOLE
  - (N) 4" SEWER LATERAL

**B. WATER ITEMS:**

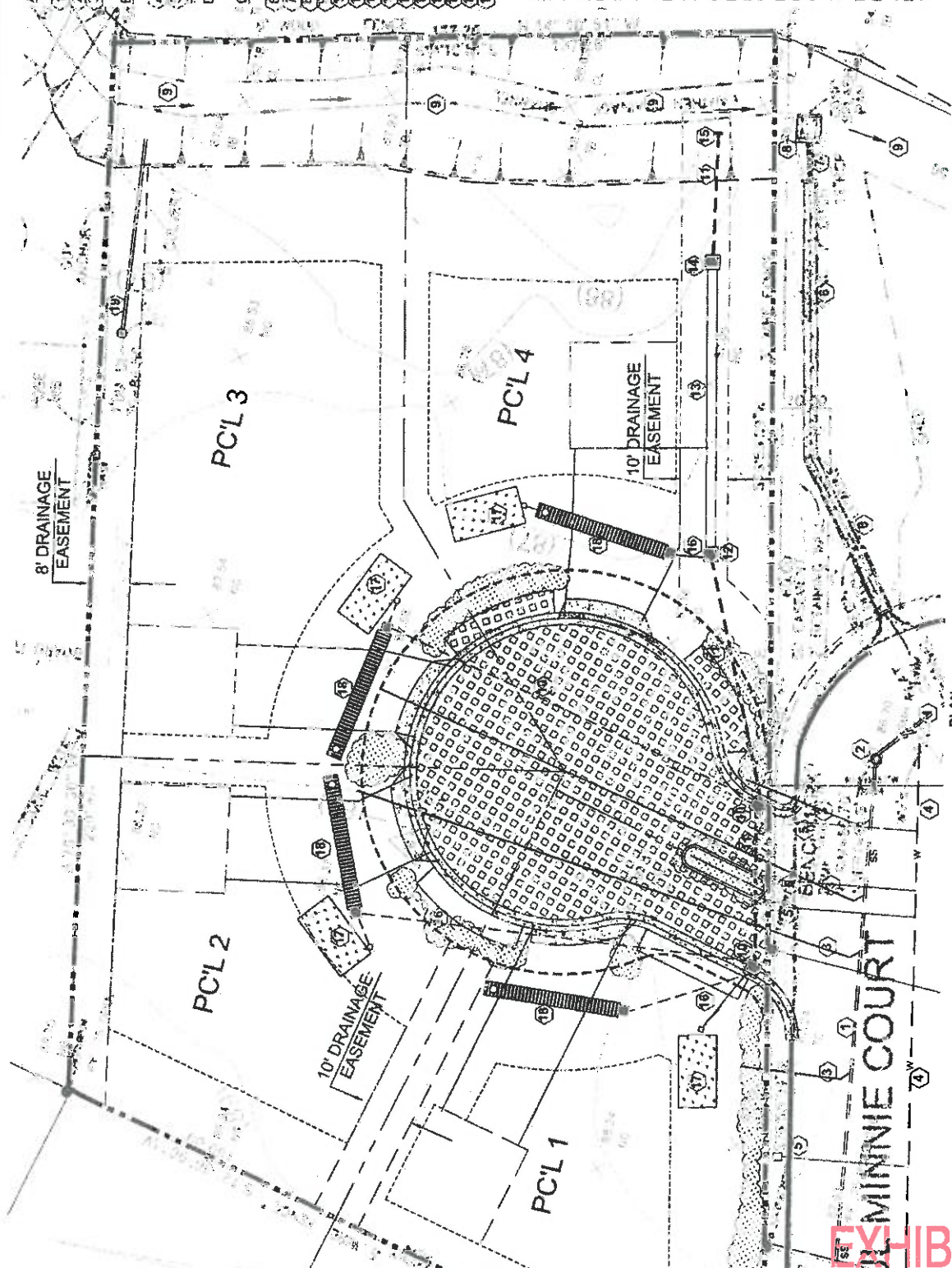
- (E) 5" WATER MAIN
- (N) STUB OUT SERVICE LATERAL FOR FUTURE COMBINED FIRE AND DOMESTIC SERVICE

**C. DRAINAGE ITEMS:**

- (E) CONC. VEE DITCH (TO REMAIN)
- (E) 12" RCP (TO REMAIN)
- (E) CONC. SPLASH PAN
- (E) OPEN CHANNEL
- (N) 8" DRAIN INLET
- (N) 8" PVC STORM DRAIN
- (N) JUNCTION STRUCTURE
- (N) 36" PVC DETENTION
- (N) CONTROL STRUCTURE
- (N) TEE + ROCK RIP-RAP
- (N) 4" DRAIN LINE TO EA. LOT
- (N) BICKETMENT AREA
- (N) STORM DETENTION STRUCTURE
- RELOCATE (E) INLET & 6" PVC

**STORM DRAINAGE NOTES:**

- 1. (10) STORM DRAIN INLETS ARE TYPE "OCT" PER FIG. SWM-89
- 2. (10) WATER QUALITY TREATMENT UNIT IN INLET SHOWN PER FIG. SWM-12
- 3. (12) JUNCTION STRUCTURE TO BE ACCESSIBLE FOR CLEARING OF DETENTION PIPE
- 4. (14) FLOW CONTROL STRUCTURE TO BE FITTED WITH ORIFICE LIMITING OUTFLOW TO PRE-DEVELOPMENT RATE AND OVERFLOW WIER
- 5. (15) OUTFLOW PIPE FITTED WITH "TEE" AND DISCHARGE TO ROCK RIP-RAP PAD IN CHANNEL
- 6. PRELIMINARY DESIGN FOR PROOF OF CONCEPT. FINAL DESIGN GRADES AND DETAILS TO BE SUBMITTED WITH THE IMPROVEMENT DRAWINGS REQUIRED PRIOR TO FILING THE FINAL PARCEL MAP. CONFIGURATION AND LAYOUT SUBJECT TO FINAL DESIGN.
- 7. (17) SEE SHEET P-6 FOR DETAIL.



PLAN  
SCALE 1" = 10'



**PRELIMINARY UTILITIES AND DRAINAGE**

A.P.N. 026471-9  
SHEET 5 OF 5

**EXHIBIT D**







**Design Guidelines for Paul Minnie Court  
Application #171077  
Assessor's Parcel #026-071-19**

Design and build out of Paul Minnie Court development will result in a high quality, esthetically pleasing project. Design Guidelines are to provide a framework for neighborhood planning, architecture, landscaping and signage. The guidelines are intended to guide the design of the project yet still maintain flexibility.

The objective of the Design Guidelines is to:

1. Assure high quality community character and land use compatibility
2. Establish an identity for the subdivision
3. Support energy and water conservation

Landscaping

Landscaping along the Paul Minnie Court roadway and the interior of the project at each lot, shall consist of native vegetation and serve to articulate the driveways for each lot. Street signs designating parking, shall follow County of Santa Cruz Public Works Department Guidelines. Good quality 4" tall wood or metal address numbers shall be provided near an exterior light source. Landscaping for the individual lots shall incorporate drought tolerant plants. At least 30% of the plant materials are to be native species.

Fencing

Any fencing along the property lines shall comply with the County height standards. All fences shall be constructed of solid wood and designed as "good neighbor fences". If stained or painted, they shall be a natural or earth-tone color. Retaining walls will not be required due to the flatness of the site.

Home Design

Each home shall have an attractive front elevation that faces center of the development cul-de-sac and that face Paul Minnie Court. All the homes may be similar in design but will have different finishes and color treatments from lot to lot. The desired feel for the architectural style shall be contemporary craftsman.

The proposed homes shall be three-bedroom units with a minimum of 2000 square feet of heated space and approximately 400 square feet of enclosed storage with the maximum square feet of each home to be no greater than 2350. To the extent possible, any on-site parking will be arranged so that the driveway leads to the storage space which will be furnished with a standard 16' wide by 7' tall garage door.

Siding materials may be wood and/or cement board in horizontal lap, vertical board and batt or shingle styles. Cement plaster finish may also be used in combination with wood trim. No plywood siding or trim-less windows will be allowed. Windows such as sliders, single hung, and fixed panels are preferred. The design and orientation of all second story windows in the rear of the homes will limit, to the extent feasible, direct views into the adjacent homes or yards.

Homes may include a combination of one and two-story elements to create a visual diversity. Roof elements shall include hips, gables and eaves to break up mass. Dormers may be used where appropriate. Roofs shall be oriented to optimize solar panel efficiency.

All four proposed homes shall meet "universal design" standards with accessible front porches and front doors. An accessible path shall be provided on the ground floor to the living area, kitchen, dining room, bedrooms and bathrooms of all homes.

Material color values should generally be earth tones with darker tones and whites used for trim and accent. Accent colors should be used for the exterior doors, trim, fascia, stucco recesses or cornice bands.

On-site driveways and parking areas may be brick, stone or concrete or similar natural materials and the use of pervious or semi-pervious material is required. Asphalt should only be used for the primary access road.

Roof forms should be simple pitched gables, sheds and hips. Roof pitch may vary slightly but not be flatter than 3 inches vertical to 12 inches horizontal. Flat roofs should be discouraged. Roof material should be asphalt composition shingle that utilizes 'cool roof' designs and colors.



Building elevations should be harmonious and compatible with the design elements of the architectural style each home. Each home should have a predominant facade material and color that differentiates it from the adjacent home. Garage doors shall not dominate the front elevation of the building.

Exposed gutters and downspouts should be painted to match roof fascia trim or wall colors. All flashing, sheet material, vents, and pipes should be painted to match the adjacent surface. Solar panels and or skylights should be incorporated into the roof design.

#### Yard spaces

The project includes significant yard space on different sides of each house. The owners shall be responsible for all yard landscaping and improvements except for perimeter fencing and all planting and other improvements shown on the approved landscape plan, installed prior to first occupancy.

#### Fire Prevention Requirements

All homes shall be equipped with an automatic fire protection system in conformance with current NFPA 13 and Central Fire Protection District standards.

#### Utilities

All utilities shall be provided to each lot by the developer in coordination with the following providers:

- a. Water and Sewer shall be provided to each lot by Santa Cruz Water Department. Electricity and natural gas by PGE.
- b. Phone service by AT&T
- c. Cable Service by Comcast
- d. Trash service by Waste Management.

All electric and gas meters, backflow devices, and other utility related equipment should be placed in the least visually obtrusive locations.

**FOR TAX PURPOSES ONLY**

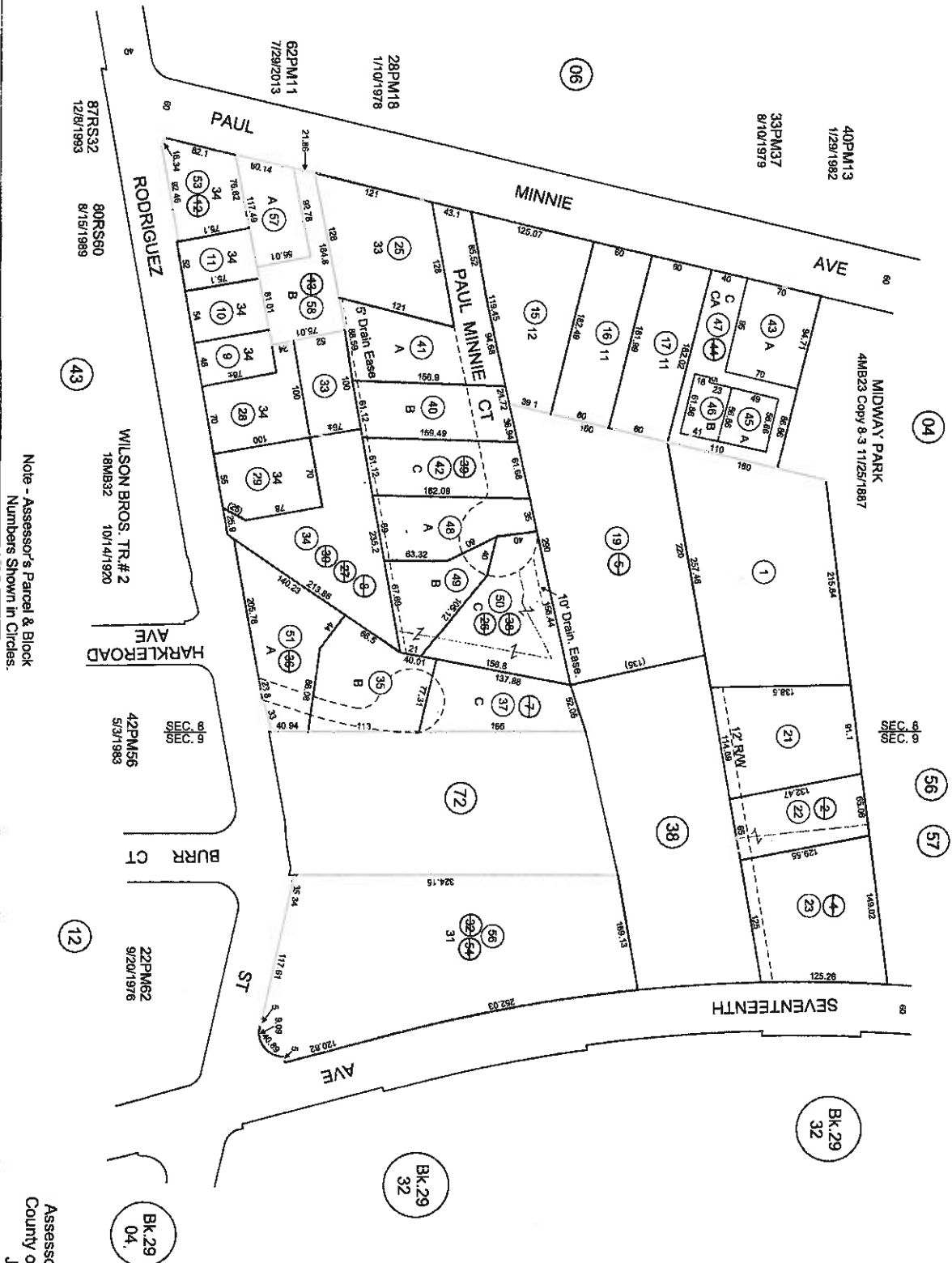
THE ASSessor MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR DAMAGES CAUSED BY THE USE OF THIS MAP. ALL RIGHTS RESERVED.  
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POR. SECS. 8 & 9, T.11S., R.1W., M.D.B. & M.

Tax Area Code  
82-040

26-07

Electronically Redrawn 7/22/98 by  
Rev. 6/7/00 mvm (Cor. page ref.)  
Rev. 3/27/01 mvm (changed page role.)  
Rev. 6/17/05 MD (at name)  
Rev. 6/17/05 MD (Spatial Adjustment)  
Rev. 10/26/05 CB (5-008943) LBA 1-55 & 66)  
Rev. 2/8/08 CB (For pg 26-72)  
REV 6/7/13 (62PM11, Sp 1-57 & 58)



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

Assessor's Map No. 26-07  
County of Santa Cruz, Calif.  
July, 1998



# Parcel Location Map

Santa Cruz County Planning Department

Parcel Number

**026-071-19**

Nov. 14, 2018



Location Overview

## Symbol Key

— Street



0 40 80  
Feet

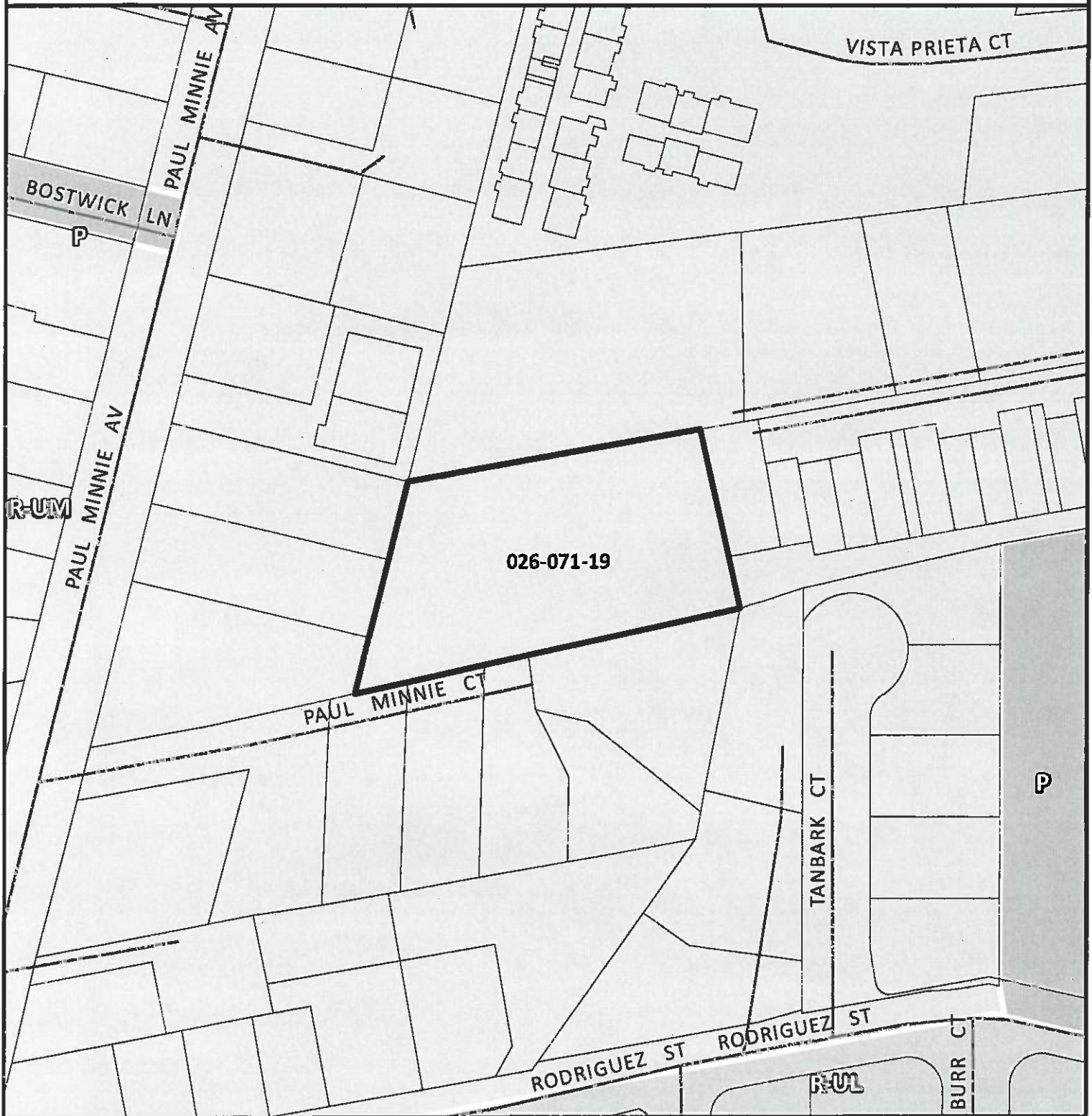
**EXHIBIT F**



# Parcel General Plan Map

Santa Cruz County Planning Department

Parcel Number  
026-071-19  
Nov. 14, 2018



## General Plan

- P - Public Facilities
- R-UL - Residential - Urban Low Density
- R-UM - Residential - Urban Medium Density



0 40 80  
Feet

EXHIBIT F





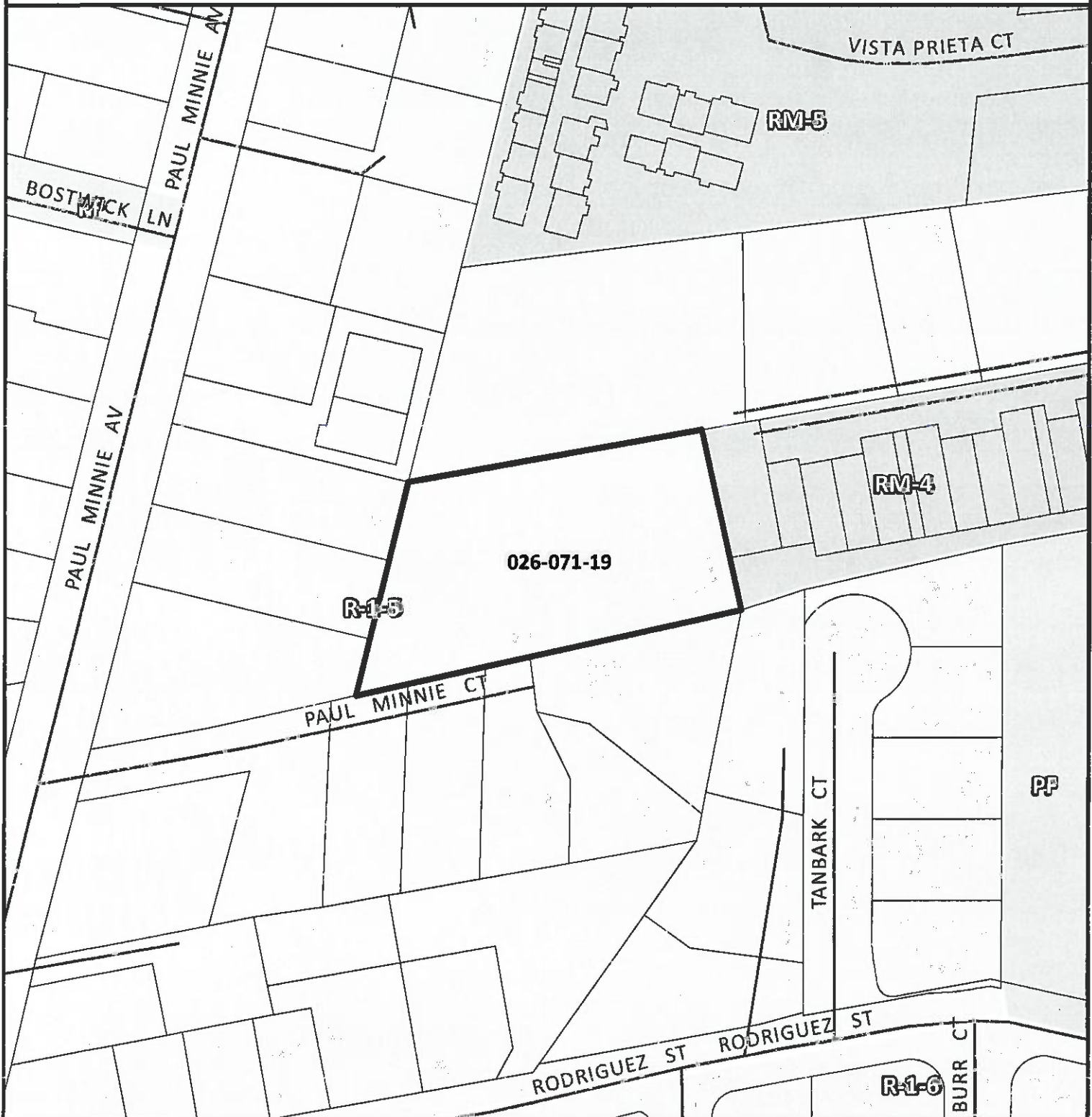
# Parcel Zoning Map

Santa Cruz County Planning Department

Parcel Number

026-071-19

Nov. 14, 2018



## Zoning

- (PF) Public & Community Facilities
- (R-1) Single-Family Residential
- (RM) Residential Multi-Family



0 40 80  
Feet

EXHIBIT F

## Parcel Information

### Services Information

Urban/Rural Services Line: X Inside       Outside  
Water Supply: City of Santa Cruz Water Department  
Sewage Disposal: Santa Cruz County Sanitation District  
Fire District: Central Fire Protection District  
Drainage District: Zone 5 Flood Control District

### Parcel Information

Parcel Size: 35,726 square feet  
Existing Land Use - Parcel: Vacant residentially zoned land  
Existing Land Use - Surrounding: Residential neighborhood  
Project Access: Paul Minnie Court  
Planning Area: Live Oak  
Land Use Designation: R-UM (Urban Medium Density Residential)  
Zone District: R-1-5 (Single family residential - 5,000 square feet minimum)  
Coastal Zone:    Inside    X Outside  
Appealable to Calif. Coastal Comm.:    Yes    X No

**Technical Reviews:** Soils report Review (REV 171025)

### Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site  
Soils: Geotechnical Report accepted  
Fire Hazard: Not a mapped constraint  
Slopes: Site sloped less than 15%  
Env. Sen. Habitat: No physical evidence on site  
Grading: Less than 100 cubic yards  
Tree Removal: No trees proposed to be removed  
Scenic: Not a mapped resource





W A T E R   D E P A R T M E N T

212 Locust Street, Suite C Santa Cruz CA 95060 Phone (831) 420-5200 Fax (831) 420-5201

March 1, 2017

Marion Henry Construction, Inc.  
802 Estates Dr Ste 100A  
Aptos, CA 95003

Re: PROPOSED 4-LOT SPLIT OF AN UNDEVELOPED LOT ON PAUL MINNIE CT;  
APN 026-071-19

Dear Marion Henry Construction, Inc.:

This letter is to advise you that the subject parcels are located within the service area of the Santa Cruz Water Department and potable water is currently available for normal domestic use and fire protection. Service will be provided to each and every lot of the development upon payment of the fees and charges in effect at the time of service application and upon completion of the installation, at developer expense, of any water mains, service connections, fire hydrants and other facilities required for the development under the rules and regulations of the Santa Cruz Water Department. The development will also be subject to the City's Landscape Water Conservation requirements.

At the present time:

the required water system improvements are not complete; and  
financial arrangements have not been made to the satisfaction of the City to guarantee  
payment of all unpaid claims.

This letter will remain in effect for a period of two years from the above date. It should be noted, however, that the City Council may elect to declare a moratorium on new service connections due to drought conditions or other water emergency. Such a declaration would supersede this statement of water availability.

If you have any questions regarding service requirements, please call the Engineering Division at (831) 420-5210. If you have questions regarding landscape water conservation requirements, please contact the Water Conservation Office at (831) 420-5230.

Sincerely,

Rosemary Menard  
Water Director

RM/jns  
Cc: SCWD Engineering

EXHIBIT H

(INSERT LETTERHEAD)

Robert DeWitt  
Hogan Land Services  
802 Estates Dr. #100A  
Aptos, CA 95003

↓

SUBJECT: SEWER AVAILABILITY AND DISTRICT'S CONDITIONS OF  
SERVICE FOR THE FOLLOWING PROPOSED DEVELOPMENT

APN: 026-071-19

APPLICATION NO.: n/a

PARCEL ADDRESS: Paul Minnie Ct.

PROJECT DESCRIPTION: MLD converting one parcel to 4 parcels for 4 SFDs.

Dear Mr. DeWitt,

We've received your inquiry regarding sewer service availability for the subject parcel(s). Sewer service is available in Paul Minne Court for the subject development.

No downstream capacity problem or other issue is known at this time. However, downstream sewer requirements will again be studied at time of Planning Permit review, at which time the District reserves the right to add or modify downstream sewer requirements.

This notice is valid for one year from the date of this letter. If, after this time frame, this project has not yet received approval from the Planning Department, then this determination of availability will be considered to have expired and will no longer be valid.

Also, for your reference, we have attached a list of common items required during the review of sanitation projects.

Thank you for your inquiry. If you have any questions, please call Robert Hambelton at (831) 454-2160.

Yours truly,

JOHN J. PRESLEIGH  
District Engineer

By:

Kent Edler  
Sanitation Engineer

^/

c: Planning Department  
Applicant/Property Owner: ^

## **Common Items Required During the Review of Sanitation Projects**

**What to show on the drawings:** When you begin the design process, please show:

On the plot/site/utility plan:

1. location of any **existing** on-site sewer lateral(s), clean-out(s), and connection(s) to existing public sewer on the site (plot) plan.
2. location of any **proposed** on-site sewer lateral(s), clean-out(s), and connection(s) to existing public sewer on the site (plot) plan.

Place a note, "*Existing*" or "*(E)*", on each existing item that is to be removed.

Place a note, "*To be removed*", on each existing item that is to be removed.

Place a note, "*New*" or "*(N)*", on each item that is to be new.

On a floor plan:

1. all plumbing fixtures both existing and new (label "*(E)*" or "*(N)*") on a floor plan of the entire building. Completely describe all plumbing fixtures according to table T-702.1 of the California Plumbing Code.

(Sanitation District Code sections 7.04.040 and 7.04.430)

### **Design and Construction Standards**

The project sewer design and connection of the project to the Santa Cruz County Sanitation District system will be required to conform to the County of Santa Cruz Design Criteria (CDC) Part 4, Sanitary Sewer Design, June 2006 edition.

Reference for County Design Criteria: <http://www.dpw.co.santa-cruz.ca.us/DESIGNCRITERIA.PDF>

### **Demolition and sewer abandonment**

If the proposed plans will involve some demolition, the existing sewer lateral(s) must be properly abandoned (including inspection by District) prior to issuance of demolition permit or relocation or disconnection of structure. An abandonment permit (either temporary or permanent) for disconnection work must be obtained from the District. This process is often overlooked until the last minute and can result in unnecessary delays, and you are encouraged to plan for the relatively short time and small expense to fulfill this requirement. There is no charge for either permit or inspection.

(Sanitation District Code section 7.04.410)

### **New Connection**

If the proposed plans will involve one or more new sewer connections, we must issue a new sewer connection permit for each new connection. The final connection charges can be determined only after the District and, as needed, other Department of Public Works divisions have reviewed and approved the final engineered sewer improvement plans. (Sanitation District Code section 7.04.410)

### **Increase in the number of plumbing fixtures**

If the proposed plans will involve an increase in the fixture unit count for the existing sewer connection, additional fixture unit fees may be due. The exact amount will be calculated at the time a Sewer Connection Permit is issued. (Sanitation District Code section 7.04.040)

**Tentative, parcel, or final map required**

When any new *tentative, parcel, or final* map is required, please show the following on the improvement plans:

1. All adjacent or impacted roads and easements,
  2. All on- and off-site sewer improvements needed to provide service to each lot or unit proposed.
- The plans must conform to the County's "Design Criteria."

If a tentative, parcel, or final map is NOT required, please provide to the District written proof of recordation (in the form of copies of the recorded documents) of any and all existing or proposed easement(s).

**Non-residential water use**

Provide to the District a written estimate the amount of domestic water (average gallons per day) that will be used on this parcel after it is fully developed. You may need to engage an engineer or other knowledgeable person to provide an accurate estimate. This information will be used in the determination of both fees and waste pretreatment requirements. Connection permits can only be issued after these requirements are determined. (Sanitation District Code section 5.04.106)

**Multi-unit development with a private collector line**

If the development will require a private collector line serving several separate units or parcels, which will be individually and separately owned, prior to any land split or building permit, the applicant must form a homeowners' association with ownership and maintenance responsibilities for all on-site sewers for this project. Please reference this homeowner's association directly on the *tentative map* and *final map*, as well as in the Association's recorded CC&R's. Please record those CC&R's, and provide a copy of the recorded documents, with proof of recordation, to the District prior to the filing of the final map.

**Public sewer (existing) on the property**

If a public sewer main is located on the property, any improvements in the easement will need to be removed if the District needs to replace the sewer main. It will be a condition of any development permit that the existing sewer system line and easement shall be surveyed and plotted on the site plan for the development or building permit application. No permanent improvements may be constructed within the easement boundaries. (Sanitation District Code section 7.04.430)

**Backflow prevention device**

A backflow preventive device may be required. While this determination is often made "in the field" at the time of installation, if you are engaging a surveyor, civil engineer, or knowledgeable contractor, there is nothing to prevent you from making that determination while in the design process. (Sanitation District Code section 7.04.100 and 7.04.375.A.4)

**Pre-escrow or Pre-transfer Cleanout and Overflow devices**

If approved cleanout and overflow devices have not yet been installed, then prior to close of escrow, an approved cleanout and overflow devices must be installed at the owners sole cost, and be inspected by the District Inspector. (Sanitation District Code section 7.04.375.A.4.c)

**Pre-escrow plumber's inspection of existing lateral**

If the development will involve the reuse of an existing sewer lateral for a residential use, if the existing buildings or structures on this parcel that are connected to a sewer main were constructed more than 20 years before the date of sale, and if the private sewer system has not been inspected within the past twenty years, then, before the close of escrow, the property seller shall have the sanitary sewer system inspected and certified by a licensed plumber to be in good working order and free of obstructions and breaks. The testing and any repair shall be the responsibility of the seller, nontransferable to the owner. Repairs shall be made to any damaged or deteriorated pipe, misalignment of pipe segments, leaking pipes, root intrusion, open joints, cracks or breaks, sags, damaged or defective cleanout, inflow and infiltration of extraneous water, older pipe materials that are known to be inadequate, inadequate lift or pump stations, inadequate alarm systems for overflows, and inadequate maintenance of lift stations. You must obtain a sewer repair permit (no charge) from the District and shall have repairs inspected by the District inspector (no charge) prior to backfilling of pipe or structure.

(Sanitation District Code section 7.04.375.A.3 Private Sanitary Sewer System Repair)



OFFICIAL RECORDS OF Santa Cruz County

Sean Saldavia Recorder

RECORDING FEE: \$102.00

COUNTY TAX: \$198.00

CITY TAX: \$0.00

401 ER FATC SALINAS-SPL

EASE

Electronically Recorded

30 PGS

RCD170

**First American Title Company****Escrow #: 4408.5282402-A**Recorded at the Request of and  
When Recorded Mail to:Cynthia Birt  
PO Box 974  
Capitola CA 95010**EASEMENT FOR RIGHT OF WAY AND DEVELOPMENT  
OF NOT MORE THAN FOUR DEVELOPABLE PARCELS**

Documentary Tax \$198.00

**PREAMBLE**

This Easement Agreement ("Agreement") is entered into as of February 24, 2017 ("Effective Date"), by and between those parties whose names appear on the signature page under "Grantors", who are collectively hereafter referred to as "Grantors," and Cynthia A. Birt and Darrell E. Birt, husband and wife, Adam D Minyard and Shannon Minyard, husband and wife and Jennifer Mowry and Michael Mowry, husband and wife, all as joint tenants, hereafter referred to collectively as "Grantee." The rights herein granted to Grantee may be exercised by Grantee, and subject to the Addendum, Exhibit C, regarding assignment, its assigns and/or successors and the obligations undertaken by and granted to Grantee shall also be obligations and rights of Grantee's assigns and/or successors.

**RECITALS**

A. Grantors are the owners of certain real property situated in the unincorporated area of Santa Cruz County, California (hereafter referred to as the "Servient Tenement"), and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Grantee is the owner of certain real property situated in the unincorporated area of Santa Cruz County, California (hereafter referred to as the "Dominant Tenement"), and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. Grantee will be applying to the County of Santa Cruz for approval of a tentative map for division of the Dominant Tenement, and Grantee desires to acquire certain access rights over that certain private road known as Paul Minnie Court, which crosses the Servient Tenement, that will allow Grantee and/or his successors and/or assigns to subdivide and develop the Dominant Tenement, and provide permanent access to the residential lots within the Dominant Tenement; which Grantors are willing to grant subject to the terms, covenants, conditions and restrictions set forth below.



## GRANT OF EASEMENT

Effective only upon payment of the cash consideration and delivery of the duly executed and acknowledged promissory note and deed of trust described below, Grantors hereby grant to Grantee an easement for ingress and egress over, and installation of utilities under, that certain private road known as Paul Minnie Court, and labeled "Private R/W for Parcels A, B, C & D", the location of which is shown upon that certain Parcel Map recorded January 10, 1978, in Volume 28 of Parcel Maps, at Page 18, Santa Cruz County Records, as depicted in Exhibit E attached hereto, (the "Easement"), which is appurtenant to the Dominant Tenement, and to be used as access to up to four parcels created by the division of the Dominant Tenement, subject to the terms of this Agreement and the Addendum attached to this Agreement as Exhibit C, and incorporated herein by reference. No utilities shall be allowed to be installed above ground in the Easement. Grantee shall not cause, now or in the future, the division of the Dominant Tenement into more than a total of four (4) residential lots, and only one single family residence, with usual improvements common to a single family residence may be constructed on a lot, except that no units known as "accessory dwelling units", or "granny units" nor other such similar additional independent dwellings (herein referred to as an "ADU"), either stand-alone or attached shall be constructed. The preceding notwithstanding, should the Dominant Tenement be divided into 3 lots or fewer, up to two of the lots approved may be improved by a single family residence and one ADU, as allowed by law, so long as no more than 4 total individual Dwelling Units, as defined in the Addendum are situated on the Dominant Tenement. The parties agree that any additional ADU shall be deemed unlawful additional burdens upon the Easement, and Grantee acknowledges that this limitation upon the use of the Easement is a material condition to the granting of this Easement. The Easement is subject to a Road Maintenance Agreement, attached hereto as Exhibit F, that identifies the obligations of the parties for maintenance of the easement.

## CONSIDERATION

The Easement is granted in consideration for the sum of \$180,000, payable by Grantee to Grantors as follows: (i) \$15,000 previously paid, receipt of which is hereby acknowledged; (ii) \$21,000 payable upon Close of Escrow of Grantee's sale of the Dominant Tenement to a Third Party Buyer, and (iii) \$144,000 payable by means of a promissory note secured by a deed of trust affecting the Dominant Tenement payable in full within 60 days after tentative map approval for subdivision of the Dominant Tenement, or two years after the Close of Escrow of Grantee's sale of the Dominant Tenement to a Third Party Buyer, whichever occurs first. The Promissory Note shall be subordinate to notes or liens held by Cynthia and Darrell Birt in an amount less than \$250,000, but shall not be subordinate to any liens held by any other person or entity. Grantors and Grantees shall divide equally the costs of escrow and title insurance and recording fees for the deed of trust. Grantors and Grantee shall fully execute this Easement, the promissory note and the deed of

trust affecting the Dominant Tenement to be deposited with First American Title Company, Capitola, California with mutual instructions to hold for recording until the Close of Escrow of Grantee's sale of the Dominant Tenement to a Third Party Buyer. If such sale to a Third Party Buyer has not been consummated within Ten (10) months of the Effective Date of this Agreement, this Agreement shall be null and void, and the Easement shall be returned by the Escrow Agent to Grantors and, the promissory note and the Deed of Trust shall be returned by the Escrow Agent to Grantee.

#### DESCRIPTION OF EASEMENT

The purpose of the Easement is for vehicular, underground public utility, pedestrian and related uses for up to four parcels derived from the Dominant Tenement. The Easement use does not include parking within the Easement for owners, guests and invitees to parcels within the Dominant Tenement, and such use is specifically excluded from and is outside of the grant of this Easement.

#### INCIDENTAL USES OF EASEMENT

The Easement includes certain incidental rights contained in the Addendum including, but not limited to installation and maintenance of landscaping alongside Paul Minnie Court, and installation and maintenance of No Parking signs along the Easement. In exercising these rights, Grantee must use reasonable care to not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement, with the exception of the improvements specified in the Addendum. Notwithstanding the sentence immediately preceding, Grantee may reconfigure the Easement so long as no developed and/or landscaped land of any Grantor is disturbed other than that strip of Easement area on the north side of Paul Minnie Court. In addition, should the County or the applicable fire district require additional or relocated on-street parking on Paul Minnie Court to serve Grantors, or any of the parties comprising Grantors, a small portion of the land of Grantors on the north side of Paul Minnie Court, not part of the improved roadway, may be used and/or reconfigured as required to satisfy such parking requirements. Attached hereto, marked Exhibit D, and incorporated herein is a copy of a diagram which shows the general location of the possible new parking area. To the extent additional, contiguous land is required by the County or applicable fire district to provide adequate width for the parking spaces for Grantors, or any of the parties comprising Grantors, Grantee shall convey an exclusive easement to Grantors, or any such parties comprising Grantors, in perpetuity and for the use of such land for parking purposes.

#### LIFE OF EASEMENT

The Easement shall be in perpetuity, subject to termination, modification or limitation, as may in the future be agreed upon in writing by all parties, or as set forth in the Addendum.

### NON-EXCLUSIVE EASEMENT

The Easement is non-exclusive. Grantors retain the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third parties, that do not interfere with or constitute an overburdening of Grantee's use and enjoyment of the Easement.

### ATTORNEYS' FEES

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Grantors and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantors and Grantee.

### BINDING EFFECT

Subject to the provisions of the Addendum, Exhibit C, regarding assignment, This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantors and Grantee

### COUNTERPARTS

This Agreement and any subsequent amendments may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

### INTERPRETATION

Should there be any conflict between the terms and conditions in the main body of this Agreement and the Addendum, the latter shall control.

### LENDER SUBORDINATION

Grantee acknowledges that the Servient Tenement is currently subject to mortgages. Grantors agree to exercise reasonable efforts to obtain subordinations of the liens of these

mortgages to the Easement Agreement and all costs and efforts connected with preparation of, obtaining and recording these subordinations shall be undertaken and paid by Grantors. The inability of Grantors after the exercise of reasonable efforts to obtain one or more lender subordinations shall not affect the validity or enforceability of this Agreement.

### RESCISSION OF PRIOR AGREEMENTS

The Purchase Agreement and the Easement Agreement executed by the parties on or about October, 2006, are hereby rescinded and superseded by this Easement Agreement and shall have no further legal force or effect.

Executed on

3-27-2017

### GRANTORS

Keith A. Ormerod, Trustee

Keith A. Ormerod, Trustee of the Keith Alan & Terri Susan Ormerod 2000 Revocable Trust Under Trust Instrument dated January 23, 2001 for the benefit of Keith Alan Ormerod and Terri Susan Ormerod

Terri S. Ormerod, Trustee

Terri S. Ormerod, Trustee of the Keith Alan & Terri Susan Ormerod 2000 Revocable Trust Under Trust Instrument dated January 23, 2001 for the benefit of Keith Alan Ormerod and Terri Susan Ormerod

Loree Vial Landry, Trustee

Loree Vial Landry, Trustee under Revocable Trust Agreement dated August 21, 2007, also known as the "Landry-Vial Family Trust", as their community property

Daniel L. Landry, Trustee

Daniel L. Landry, Trustee under Revocable Trust Agreement dated August 21, 2007, also known as the "Landry-Vial Family Trust", as their community property

Mary A. Gerbic  
Mary A. Gerbic

Kenneth H. Simon  
Kenneth H. Simon

Kelisa Simon  
Kelisa Simon

Gabriel Reyes  
Gabriel Reyes

Ross Knight  
Ross Knight

Justin Burrows  
Justin Burrows

Joanne Burrows  
Joanne Burrows

GRANTEE

Cynthia A. Birt  
Cynthia A. Birt

Adam D Minyard by Cynthia A. Birt  
as attorney in fact

Adam D Minyard by Cynthia A. Birt attorney in fact.

Shannon Minyard by Cynthia A. Birt  
as attorney in fact

Jennifer Mowry by Cynthia A. Birt  
as attorney in fact.

Darrell E Birt by Cynthia A. Birt  
as attorney in fact

Darrell E. Birt by Cynthia A. Birt as atty in fact.

Shannon Minyard by Cynthia A. Birt  
as attorney in fact

Shannon Minyard by Cynthia A. Birt as atty in fact.  
Michael Mowry by Cynthia A. Birt

Michael Mowry by Cynthia A. Birt  
as attorney in fact.

### ACKNOWLEDGMENT

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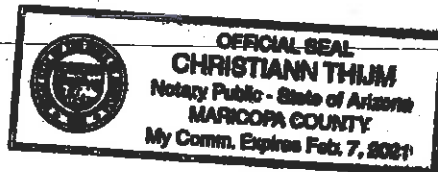
Arizona at  
STATE OF ~~CALIFORNIA~~ )  
COUNTY OF ~~SANTA CRUZ~~ ) maricopa at

On 27 March, 2017, before me, Christiann Thijn, Notary Public, personally appeared Cynthia A. Birt who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Seal)  
Notary Signature



### ACKNOWLEDGMENT

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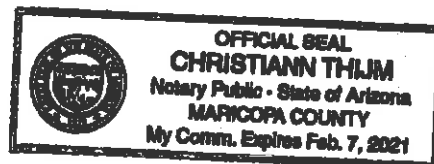
Arizona at  
STATE OF ~~CALIFORNIA~~ )  
COUNTY OF ~~SANTA CRUZ~~ ) maricopa at

On 27 March, 2017, before me, Christiann Thijn, Notary Public, personally appeared Darrell E. Birt & Cynthia A. Birt who 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.

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WITNESS my hand and official seal.

 (Seal)  
Notary Signature





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Arizona at  
STATE OF ~~CALIFORNIA~~ )  
COUNTY OF ~~SANTA CRUZ~~ ) maricopa at

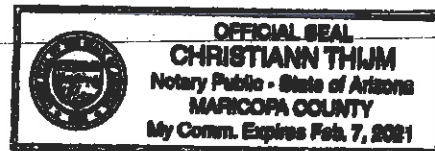
On 27 march, 2017, before me, Christiann Thijm Notary Public, personally appeared ~~Shannon Pineda by Cynthia A. Birt as Attorney in Fact~~ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

(Seal)



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Arizona at  
STATE OF ~~CALIFORNIA~~ )  
COUNTY OF ~~SANTA CRUZ~~ ) maricopa at

On 27 march, 2017, before me, Christiann Thijm Notary Public, personally appeared ~~Shannon Pineda by Cynthia A. Birt as Attorney in Fact~~ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

(Seal)



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~~STATE OF CALIFORNIA~~ )  
COUNTY OF ~~SANTA CRUZ~~ ) Arizona ) Maricopa )

On 27 March, 2017, before me Christiann Thijm, Notary Public, personally appeared ~~Timothy S. Smith by Cynthia A. Smith as Attorney in Fact~~ who 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.

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Notary Signature

(Seal)



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~~STATE OF CALIFORNIA~~ )  
COUNTY OF ~~SANTA CRUZ~~ ) Arizona ) Maricopa )

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Notary Signature

(Seal)



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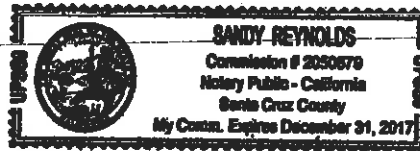
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/07, 2017, before me, Sandy Reynolds Notary Public, personally appeared Mary A. Gerbic who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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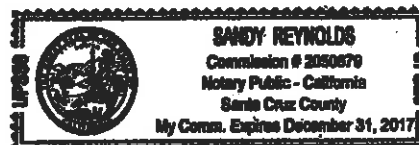
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/7, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Kerth A. Omerod who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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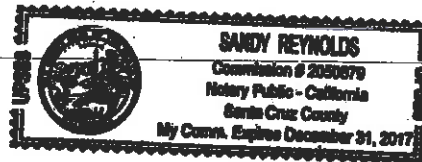
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/07, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Terril S. Ormerod who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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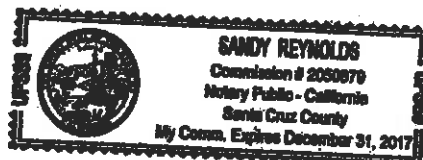
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/11, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Loree Vial Landry who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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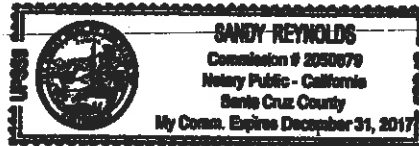
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/11/, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Daniel L. Landry who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/12/, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Gabriel Reyes who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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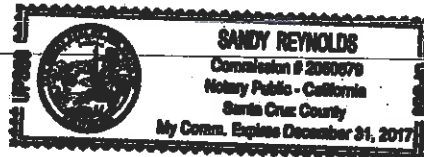
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/13, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Justin Burrows who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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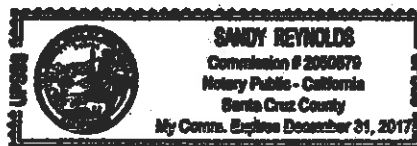
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/17, 2017, before me, Sandy Reynolds, Notary Public, personally appeared Kenneth H. Simon who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature





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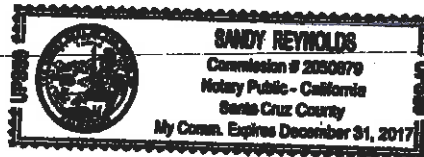
STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/17/ 2017, before me, Sandy Reynolds, Notary Public, personally appeared Kelisa Simon who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



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STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4/21 2017, before me, Sandy Reynolds, Notary Public, personally appeared Wm. Ross Enright who 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.

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WITNESS my hand and official seal.

Sandy Reynolds (Seal)  
Notary Signature



EXHIBIT I

### ACKNOWLEDGMENT

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STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On 4-21, 2017, before me, Marsha A. Marsano, Notary Public, personally appeared Tianne Burrus who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marsha A. Marsano (Seal)  
Notary Signature



### ACKNOWLEDGMENT

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STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who 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.

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WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature (Seal)

## **Exhibit A**

1. Parcel A, as shown upon that certain Parcel Map, recorded January 10, 1978, in Book 28 of Parcel Maps, at Page 18, Santa Cruz County Records ("Parcel Map #1).  
APN No. 026-071-41

Owner: Keith A. Ormerod and Terri S. Ormerod, Trustee(s) of the Keith Alan & Terri Susan Ormerod 2000 Revocable Trust Under Trust Instrument dated January 23, 2001 for the benefit of Keith Alan Ormerod and Terri Susan Ormerod

2. Parcel B, as shown upon that certain Parcel Map, recorded January 10, 1978, in Book 28 of Parcel Maps, at Page 18, Santa Cruz County Records ("Parcel Map #1).  
APN No. 026-071-40

Owner: Daniel L. Landry and Loree Vial, Trustees under Revocable Trust Agreement dated August 21, 2007, also known as the "Landry-Vial Family Trust", as their community property

3. Parcel C, as shown upon that certain Parcel Map, recorded January 10, 1978, in Book 28 of Parcel Maps, at Page 18, Santa Cruz County Records ("Parcel Map #1).  
APN No. 026-071-42

Owner: Mary A. Gerbic, an unmarried woman

4. Parcel A, as shown upon that certain Parcel Map, recorded May 3, 1983, in volume 42 of Parcel Maps, at Page 56, Santa Cruz County Records ("Parcel Map #2", being subdivision of Parcel D as shown upon Parcel Map #1).  
APN No. 026-071-48

Owner: Kenneth H. Simon and Kelisa Simon, husband and wife as community property with right of survivorship

5. Parcel B, as shown upon that certain Parcel Map, recorded May 3, 1983, in volume 42 of Parcel Maps, at Page 56, Santa Cruz County Records ("Parcel Map #2", being subdivision of Parcel D as shown upon Parcel Map #1).  
APN No. 026-071-49

Owner: Gabriel Reyes, a married man

6. Parcel C, as shown upon that certain Parcel Map, recorded May 3, 1983, in volume 42 of Parcel Maps, at Page 56, Santa Cruz County Records ("Parcel Map #2", being subdivision of Parcel D as shown upon Parcel Map #1).  
APN No. 026-071-50

**EXHIBIT I**

**Owner: Justin Burrows and Joanne Burrows, husband and wife as community property with right of survivorship**

**Exhibit B**  
**(Dominant Tenement)**

The land referred to herein is described as follow:

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

A PART OF THE LAND CONVEYED TO JOSEPHINE SILVA BY DEED RECORDED SEPTEMBER 23, 1947, INVOLUME 585, PAGE 371, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERN CORNER OF SAID LAND, THENCE NORTH 76° 41' EAST ALONG THE SOUTHEASTERLY LINE OF SAID LAND, 290.00 FEET, A LITTLE MORE OR LESS, TO A POINT ON THE CENTER LINE OF A SMALL CREEK OR GULLY; THENCE NORTHERLY ALONG SAID CENTER LINE TO A POINT ON THE NORTHWESTERLY LINE OF SAID LAND OF SILVA; THENCE SOUTH 78° 39' 30" WEST ALONG THE NORTHWESTERLY LINE OF SAID LAND, 220.00 FEET, A LITTLE MORE OR LESS, TO THE NORTHWEST CORNER THEREOF, ON THE EASTERLY LINE OF LOT 11, AS SAME IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MIDWAY PARK, NEAR SANTA CRUZ" FILED NOVEMBER 25, 1887 IN MAP BOOK 4, PAGE 23, AND NOW, MAP BOOK 8 PAGE 3, SANTA CRUZ COUNTY RECORDS; THENCE ALONG THE EARTERLY LINE OF LOTS 11 AND 12 OF SAID SUBDIVISION, SOUTH 12° 36' WEST 160.00 FEET TO THE POINT OF BEGINNING

APN: 026-071-19

**Exhibit C  
ADDENDUM**

This Addendum ("Addendum") is attached to that certain Easement for Right of Way and Development of Not More Than Four Developable Parcels ("Agreement") entered into on February 24, 2017, by and between those parties whose names appear on the signature page under "Grantors", and Cynthia A. Birt and Darrell E. Birt, husband and wife, Adam D. Minyard and Shannon Minyard, husband and wife and Jennifer Mowry and Michael Mowry, husband and wife all as joint tenants (hereafter collectively referred to as "Grantee").

1. **Definitions.** The following defined terms may be used throughout the Agreement and this Addendum, and shall have the following meanings:

"Accessory Unit" shall mean any habitable dwelling unit on a single family lot which is secondary to a Primary Residential Unit and contains its own kitchen and living areas.

"Developed Parcel" shall mean the property adjacent to the Dominant Tenement which is currently improved with one (1) single family residence, and is described as APN No. 026-071-01.

"Dwelling Units" shall mean any individual living unit including the Primary Residential Unit as well as Accessory or Granny Units.

"Granny Unit" shall have the same meaning as Accessory Unit.

"Primary Residential Unit" shall mean the primary habitable structure on a single family lot.

"Subdivided Lots" shall mean the Lots created by subdividing the Dominant Tenement.

"Lot Owner" shall mean Grantors and Grantees, or their assigns/successors in interest.

2. **Subdivision.** Grantee shall apply to the County of Santa Cruz ("County") for a four-lot subdivision of Grantee's Property, for development of four single-family residences. Grantors agree to (i) support, either in writing or through attendance at a public hearing, the subdivision of Grantee's Property so long as Grantee's application meets the terms and conditions of the Easement Agreement and Addenda thereto, modified as provided in Paragraph 4, below; and (ii) provide limited right of way access to Grantee's Property over



the Easement during and as reasonably necessary for the processing of the subdivision. Grantee shall file the application for the subdivision by June 30, 2017, and shall exercise due diligence in processing the application.

3. Development Restrictions. In addition to any other covenants, conditions and restrictions set forth in the Agreement and this Addendum, Grantee agrees to the following:

3.1 Limit on Number of Dwelling Units to Utilize the Easement and Restriction of Use. In no event shall the Easement be used for access to the Developed Parcel or any real property other than the Dominant Tenement.

3.2 Minimum Setback and Off Right of Way Parking Areas for New Homes. Grantee agrees to maintain the following development standards relating to Setbacks and Parking.

3.2.1 Grantee agrees to maintain a minimum twenty (20) foot set-back from the property line of the Subdivided Lot abutting the Easement, or from the north side of any required parking space as described in the Incidental Uses of Easement section in the Easement Agreement, as the case may be, to any new Dwelling Unit.

3.2.2 Grantee shall provide designated space on the Subdivided Lots, or along the new roadway within the Dominant Tenement, to park at least five (5) automobiles for each Subdivided Lot or, if the Dominant Tenement is not subdivided, at least five spaces on the Dominant Tenement for the new Dwelling Unit constructed on the un-subdivided Dominant Tenement. Notwithstanding the foregoing, in the event an Accessory Dwelling Unit is constructed on any Lot, six (6) parking spaces must be provided for such Lot. Granting of the Easement shall not permit the occupants and visitors to the Dominant Tenement and the Dwelling Units to utilize the Easement to park cars or other vehicles. Grantee agrees to post and maintain 3 signs, at locations designated by Grantors along the Easement and designating the restriction of the parking area along the Easement to the existing 6 Paul Minnie Court Residents.

3.3. Architectural Standards for New Homes. Grantee agrees to restrict the size of the new Primary Residential Units to 2,500 habitable square feet (defined as the home area remaining after deducting storage areas, including bedroom closets and entry closets, not to exceed 400 square feet in the aggregate) if the County approves four new Subdivided Lots. Notwithstanding the foregoing, if Grantee elects to make one or more Lots 10,000 square feet or larger, then any Lot that is at least 10,000 square feet, and is not abutting either the Easement or the property line of one of the existing Paul Minnie Court Residents may be improved with a new Dwelling Unit of not more than 3,000 habitable square feet as defined above. If the County approves two or three new Subdivided Lots, Grantee agrees to restrict the size of the new Primary Residential Units to 3,000 habitable square feet (as defined above) and the size of any Accessory Dwelling Unit to 800 habitable square feet (as defined above). In the event the County only allows one new Primary Residential Unit to be built on

the Dominant Tenement, then the size of the new home shall be restricted to 4,000 habitable square feet plus an Accessory Dwelling Unit to 800 square feet, except as otherwise more restricted by the County Code. The maximum height of any new Primary Residential Unit or Accessory Unit shall be the lesser of (i) the height allowed under the zoning and building ordinances adopted by the County or (ii) twenty-eight (28) feet, measured from finish grade to maximum height of structure, not counting the chimney. A maximum of one new street will be permitted off of Paul Minnie Court to access the Subdivided Lots; each Subdivided Lot shall be entitled to have its own driveway connecting to the new street. In addition to the foregoing, Grantee agrees to install drought tolerant, native landscaping along the Easement and to provide adequate watering facilities to maintain such planted area in perpetuity.

**3.4 Grantee's Obligation to make Modifications and Improvements to the Right of Way.** Provided Grantee is successful in obtaining a subdivision of the Dominant Tenement to allow at least two (2) buildable Lots, Grantee agrees to (a) make repairs to the road in the Easement area as necessitated by the installation of any utilities necessary to service the Dominant Tenement, such repairs shall be made by a licensed contractor, in accordance with County regulations, and be approved by the County of Santa Cruz and (b) make improvements to the storm drainage system serving the Easement area in accordance with Santa Cruz County regulations and approved by the County of Santa Cruz. Grantee shall employ the services of a registered Civil Engineer to evaluate the existing Easement and storm drainage conditions and make recommendations to improve the current system, including the installation of a new catch basin and run-off collection system. In the event Grantee is unable to obtain a subdivision of the Dominant Tenement, then Grantee will not be obligated to make any improvements to the Easement except as may be required by the County or such repairs as may be required in order to provide utility service to the Dominant Tenement. In the event the County requires Grantee to expand the Easement area or provide designated parking within the Easement area, Grantors agree to allow Grantee to improve that portion of their land, if any, identified on the attached Exhibit D to provide parking for automobiles, only. In addition to the foregoing improvements, Grantee shall also post and maintain signs on the Easement designating the parking on the Easement is for Paul Minnie Court Residents Only. Unless otherwise agreed between the parties, Grantee shall pay for all improvements to the Easement necessitated by Grantee's application to subdivide the Dominant Tenement and to provide utilities to the Dominant Tenement or the Subdivided Lots. As a condition to granting the Easement, the existing Road Maintenance Agreement, attached hereto as Exhibit F, shall be amended to include as parties the Lot Owner and their successors in interest to the Dominant Tenement and to any new Subdivided Lot and so that each Lot Owner shall share equally in the cost of future repairs and maintenance of the Easement, along with the six existing Resident Owners. The Road Maintenance Agreement for the Easement was recorded on May 3, 1983 in Book 3565, Page 117, Official Records of Santa Cruz County

**3.5 Storm Drainage from any New Development.** In the event Grantee is successful in obtaining a subdivision of the Dominant Tenement to allow at least two (2) buildable lots, then Grantee shall make improvements to the storm drainage system serving the

Easement area as identified in section 3.4. However, in the event Grantee is unable to obtain a subdivision, Grantee shall not be required to make any improvement to the storm drainage system. In the event Grantee does not make any improvements to the storm drainage system serving the Easement area, then Grantee represents and warrants to Grantors that any new construction on the Dominant Tenement shall not cause a storm water impact onto the Easement area, and that all storm water runoff generated from any new construction shall not be discharged onto the Easement area. These warranties and representations shall survive the execution and recording of the Easement Agreement.

4. Appurtenant: The Easement shall be appurtenant to the Dominant Tenement.

5. Indemnification/Insurance. Grantee shall indemnify, defend and hold harmless Grantors, and each of them, and their heirs, personal representatives, successors and assigns, from and against any and all claims, losses, damages, liabilities (including, without limitation, negligence, active or passive), fines, penalties, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of, resulting from, or asserted in connection with the development and construction activities described in this Agreement and use of the Easement during construction.

In addition, Grantee shall, at his own expense, maintain in full force a policy or policies of comprehensive liability insurance, including personal liability and property damage, written by one or more responsible insurance companies licensed to do business in California, and in good standing with the Insurance Commissioner of California, that will insure Grantee and Grantors against liability for injury to persons and property and for death of any person or persons due to Grantee's construction activities including, but not limited to use and improvements made to the Easement area during construction. The liability under such insurance shall not be less than a combined single limit of Two Million Dollars (\$2,000,000.00). Prior to commencement of any construction activities, Grantee shall provide Grantors with a copy or certificate of the policy required under this paragraph, including an endorsement providing that such insurance shall not be canceled except after thirty (30) days written notice to Grantors.

6. Time. Time is of the essence of this Agreement, and of all performances required under this Agreement.

7. Covenants Running With Land. All of the performance obligations contained herein are covenants and shall be binding upon and run to the benefit of all persons having or acquiring any right, title or interest therein or any part thereof. These covenants shall further be binding upon and run to the benefit of each successor in interest to the owners of said property pursuant to California Civil Code Section 1468.

8. Assignment. Grantee shall not assign any of their rights and obligations under this Agreement and the Easement Agreement to any third party without the prior written consent of Grantors, which approval shall not be unreasonably withheld. At least 30 days prior to

the intended date of assignment, Grantee shall provide Grantors with financial information and development experience regarding the proposed assignee, certified by the proposed assignee to be true and correct. In addition, the proposed Assignee shall assume in a writing signed by the proposed Assignee and delivered to Grantors, all of the obligations of Grantee under the Easement Agreement and addenda thereto, arising after the date of assignment. Assignee shall also assume the payment of the promissory note identified in the Easement Agreement under the heading "consideration". Upon meeting all of the above requirements, and effective as of the date of assignment, Grantee shall be released of any further liability to Grantors arising from the Agreement. In the event Grantee does not obtain the reasonable consent of Grantors, Grantee shall have the right to assign his rights and obligations to a third party, however, Grantee shall remain liable for all monetary payments due under this Agreement until Grantors have been paid in full for the granting of the Easement, at which time Grantee shall be released of any liability under this Agreement that arises after payment to Grantors, and so long as the Assignee/Successor assumes in a writing delivered to Grantors all obligations of Grantee under this Agreement and the Easement Agreement.

Executed on 3.27.2017, 2017.

GRANTORS

Keith A. Ormerod, Trustee

Keith A. Ormerod, Trustee of the Keith Alan & Terri Susan Ormerod 2000 Revocable Trust Under Trust Instrument dated January 23, 2001 for the benefit of Keith Alan Ormerod and Terri Susan Ormerod

Terri S. Ormerod Trustee

Terri S. Ormerod, Trustee of the Keith Alan & Terri Susan Ormerod 2000 Revocable Trust Under Trust Instrument dated January 23, 2001 for the benefit of Keith Alan Ormerod and Terri Susan Ormerod

Loree Vial Landry Trustee

Loree Vial Landry, Trustee under Revocable Trust Agreement dated August 21, 2007, also known as the "Landry-Vial Family Trust" as their community property

Daniel L. Landry, Trustee

Daniel L. Landry, Trustee under Revocable Trust Agreement dated August 21, 2007, also known as the "Landry-Vial Family Trust", as their community property

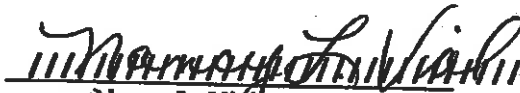
the intended date of assignment, Grantee shall provide Grantors with financial information and development experience regarding the proposed assignee, certified by the proposed assignee to be true and correct. In addition, the proposed Assignee shall assume in a writing signed by the proposed Assignee and delivered to Grantors, all of the obligations of Grantee under the Easement Agreement and addenda thereto, arising after the date of assignment. Assignee shall also assume the payment of the promissory note identified in the Easement Agreement under the heading "consideration". Upon meeting all of the above requirements, and effective as of the date of assignment, Grantee shall be released of any further liability to Grantors arising from the Agreement. In the event Grantee does not obtain the reasonable consent of Grantors, Grantee shall have the right to assign his rights and obligations to a third party, however, Grantee shall remain liable for all monetary payments due under this Agreement until Grantors have been paid in full for the granting of the Easement, at which time Grantee shall be released of any liability under this Agreement that arises after payment to Grantors, and so long as the Assignee/Successor assumes in a writing delivered to Grantors all obligations of Grantee under this Agreement and the Easement Agreement.

Executed on 5-27-2017, 2017.

GRANTORS

SR   
Keith A. Ormerod

SR   
Terri S. Ormerod

SR   
Nancy L. Vial

SR   
Daniel L. Landry

  
Mary A. Gerbic

  
Kenneth H. Simon

Kelisa Simon  
Kelisa Simon

Gabriel Reyes  
Gabriel Reyes

Ross Enright  
Ross Enright

Justin Burrows  
Justin Burrows  
Joanne Burrows  
Joanne Burrows

GRANTEE

Cynthia A. Birt  
Cynthia A. Birt

Adam D. Minyard by Cynthia A. Birt as attorney in fact  
Adam D. Minyard by Cynthia A. Birt as attorney in fact

Jennifer Mowry by Cynthia A. Birt as attorney in fact  
Jennifer Mowry by Cynthia A. Birt as attorney in fact

Jennifer Mowry by Cynthia A. Birt as attorney in fact  
Jennifer Mowry by Cynthia A. Birt as attorney in fact

Darrell E. Birt by Cynthia A. Birt as attorney in fact  
Darrell E. Birt

Darrell E. Birt

Shannon Minyard by Cynthia A. Birt as attorney in fact  
Shannon Minyard by Cynthia A. Birt as attorney in fact

Michael Mowry by Cynthia A. Birt as attorney in fact  
Michael Mowry by Cynthia A. Birt as attorney in fact

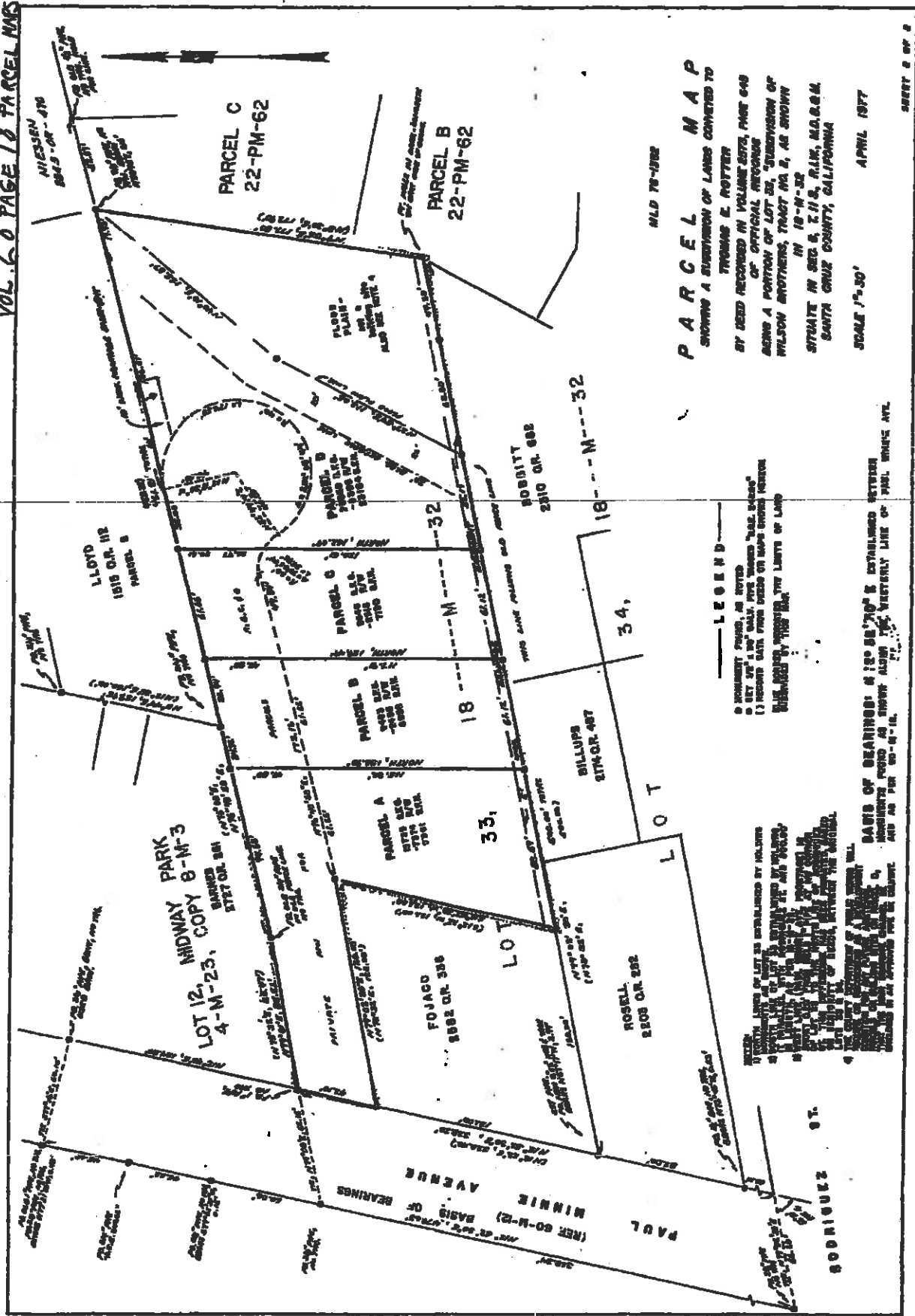
Michael Mowry by Cynthia A. Birt as attorney in fact  
Michael Mowry by Cynthia A. Birt as attorney in fact



26-07

## EXHIBIT "E"

VOL. 28 PAGE 18 PARCEL MAPS



# EXHIBIT I

Vol. 28 Page 18 Parcel Maps

## OWNER'S CERTIFICATE

We hereby certify that we are the owner of, or have power of attorney to execute, the within and foregoing map, and that the same is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California, and that the same is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California, and that the same is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California.

THOMAS E. BUTTER

TRUSTEE, Santa Cruz County, California, and the County of Santa Cruz, California.

Witness my hand and seal this 1st day of March, 1977.

## ACKNOWLEDGEMENT

State of California  
County of Santa Cruz

On this 1st day of March, 1977, before me, the undersigned, a Notary Public in and for the County of Santa Cruz, State of California, personally appeared Thomas E. Butter, known to me to be the person whose name is subscribed to the foregoing map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he was duly authorized to execute the same.



Thomas E. Butter  
Notary Public, State of California



## SURVYOR'S CERTIFICATE

I, the undersigned, being duly qualified by law to execute and perform the duties of a Surveyor in and for the County of Santa Cruz, California, do hereby certify that the within and foregoing map is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California, and that the same is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California.

THOMAS E. BUTTER

MADEY 1977

Witness my hand and seal this 1st day of March, 1977.

THOMAS E. BUTTER

## COUNTY SURVYOR'S CERTIFICATE

I, the undersigned, being duly qualified by law to execute and perform the duties of a County Surveyor in and for the County of Santa Cruz, California, do hereby certify that the within and foregoing map is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California, and that the same is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California.

THOMAS E. BUTTER

MADEY 1977

Witness my hand and seal this 1st day of March, 1977.

THOMAS E. BUTTER

## COUNTY RECORDERS CERTIFICATE

I, the undersigned, being duly qualified by law to execute and perform the duties of a County Recorder in and for the County of Santa Cruz, California, do hereby certify that the within and foregoing map is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California, and that the same is a true and correct copy of the original map as the same appears on the records of the County of Santa Cruz, California.

THOMAS E. BUTTER

MADEY 1977

Witness my hand and seal this 1st day of March, 1977.

THOMAS E. BUTTER

## ACKNOWLEDGEMENT

State of California  
County of Santa Cruz  
On this 1st day of March, 1977, before me, the undersigned, a Notary Public in and for the County of Santa Cruz, California, personally appeared Thomas E. Butter, known to me to be the person whose name is subscribed to the foregoing map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he was duly authorized to execute the same.

THOMAS E. BUTTER

Notary Public, State of California



PARCEL MAP  
SHOWING A SUBDIVISION OF LANDS COMETED TO  
BY DEED RECORDED IN VOLUME 2572, PAGE 948  
OF OFFICIAL RECORDS  
BEING A PORTION OF LOT 35, SUBDIVISION OF  
WILSON BROTHERS, TRACT NO. 2, AS SHOWN  
IN 16-M-32  
SITUATE IN SEC. 2, T.11N., R.12E., M.D.B.M.  
SANTA CRUZ COUNTY, CALIFORNIA  
SCALE 1"=30'  
APRIL 1977



SHEET 1 OF 2

T. Rotter  
P.O. Box 058  
Newman City CA  
95957

BOOK 3565 pg 117  
ROAD MAINTENANCE AGREEMENT  
PAUL MINNIE COURT

APN 26-071-36

RE 71 71-MLD

19286

1. The purpose and intent of this agreement is to provide for the maintenance of and repairs to the road and appurtenant storm drain facilities, after their initial construction, by those owners to whose private driveways these roads provide vehicle access.
2. The parties agree to maintain the road to minimum standards which shall consist of whatever work is needed to keep the road mud-free, dust-free, safe, and adequate for year-round two-way traffic, and the storm drainage facilities functioning effectively. All work shall be done by a contractor acceptable to the majority of the parties.
3. Costs of maintaining the road shall be borne by all parties. Co-owners of any parcel of land shall be considered a single owner for contribution purposes.
4. This agreement anticipates residential development and use of the road by passenger automobiles primarily. Should any regular use of the road be made by vehicles or equipment heavier than passenger automobiles or lightweight trucks, or should any resident cause the road to be used at a significantly heavier volume than normally associated with single-family residential occupancy, the landowners shall agree upon an equitable plan under which the owner of the property which is the source of such use shall pay more toward the maintenance and repair in proportion to the use made.
5. If a dispute should arise over the standards of maintenance and repair or over the contributions to be made for maintenance and repair, the matter shall be submitted to arbitration. Two arbitrators shall be selected by a majority vote, with one vote to be cast for each parcel. Should the owners fail to appoint arbitrators, any property owner may apply to a court having jurisdiction of such matters, which shall appoint two arbitrators, who shall then select a third arbitrator. A decision of a majority of the arbitrators shall control. If then it becomes necessary to file suit to collect a contribution, the person or persons filing the suit shall be entitled to reasonable attorney's fees based on services rendered, rather than on the amount sued for. Arbitrators' fees and expenses shall be shared on the basis of one-third to each parcel.
6. This agreement shall bind the successors in ownership of Parcels One, Two, and Three described in Exhibit "A".

  
THOMAS E. ROTTER, Subdivider

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ ) ss.

On April \_\_\_\_\_, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS E. ROTTER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same. WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "F"

EXHIBIT I

RECORDED IN THE OFFICE OF  
 Thomas S. Ratter  
 County Surveyor  
 MAY 3 1983  
 11:21 am  
 RICHARD H. KENDALL, Recorder  
 SANTA CRUZ COUNTY, Official Records

RE	MI	SM	OP
4	1		

PM

STATE OF CALIFORNIA }  
 COUNTY OF SANTA CRUZ } SS.

On this 28<sup>th</sup> day of April, 1983, before me, DONNA R. JAMES, a notary public, personally appeared Thomas S. Ratter proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she/they executed it.

  
 DONNA R. JAMES, Notary Public  
 My commission expires 3-30-85

H/82016 502

EXHIBIT "F"

EXHIBIT I

026-071-19  
171077

## NEIGHBORHOOD NOTIFICATION OF PROPOSED DEVELOPMENT

Hello Neighbors,

We welcome you to come join us Monday May 15<sup>th</sup> 2017 at 7:00 P.M. at 9047 Soquel Drive in Aptos California (95003). We look forward to providing you with information about the proposed development and answer any question that may come up. You are receiving this notice as per County Code Sections 18.10.222 through 18.10.224. A brief description of the project is below:

Project Description: Proposal to divide an existing 35,708 square foot parcel into four parcels of roughly 6180, 10,020, 10,534, and 8974 square feet in the R-1-5 zone district. Requires a Minor Land Division, Design Review and a soils Report review (REV171025). Property is located on the north side of Paul Minnie Court at about 120 feet east of the intersection with Paul Minnie Avenue in Live Oak

With Appreciation,

Marion Henry Construction  
P.O. Box 1331  
Soquel, CA. 95073  
Mhcon831@gmail.com





4

M. H. CONSTRUCTION  
PO Box 1331  
Soquel CA 95073

PAUL MINNIE COURT NEIGHBORHOOD MEETING  
TIME: 7:00PM  
PLACE: 9047 Soquel Drive Aptos

Attendance sheet attached  
Notification sheet attached  
Email response from John Leopold's office attached

In attendance were Lisa Sabini and Brian DeDiego, developers. Homeowners in attendance totaled seven (7). Four (4) homeowners reside on Paul Minnie Court and three (3) homeowners reside on Paul Minnie Ave.

Brian led a discussion giving a brief overview of project. Considering that three homeowners do not reside on Paul Minnie Court, most of the questions were from them. Paul Minnie Court homeowners are well aware of what the project entails due to a Road Agreement/Easement states specific requirements or restrictions regarding number of homes and/or size, etc. Parking was discussed as homeowners wanted confirmation that there would be adequate parking for residents of new homes.

No immediate concerns were discussed, homeowners asked for information about type of homes that were to be built and a possible timeline.

Meeting was adjourned at 7:45pm.

## PAUL MINNIE DEVELOPMENT NOTIFICATION LIST

- 1) 2606 Paul Minnie Investors LLC
- 2) 2550 Paul Minnie Ave
- 3) 2320 Paul Minnie Ave
- 4) 2220 Paul Minnie Ave
- 5) Janice Ashley (lives on Chaparral)
- 6) 2216 Paul Minnie Ave
- 7) 2340 Paul Minnie Ave
- 8) Stanley Lanning (lives on 45 Rocky Road)
- 9) 2351 Paul Minnie Ave
- 10) 2205 Paul Minnie Ave
- 11) 2221 Paul Minnie Ave
- 12) 2350 Paul Minnie Ave
- 13) 2305 Paul Minnie Ave
- 14) 2325 Paul Minnie Ave
- 15) 2315 Paul Minnie Ave
- 16) 2241 Paul Minnie Ave
- 17) 2255 Paul Minnie Ave
- 18) Leslie Codianne (lives on vista grande)
- 19) Tom Rogers (lives on Webster)
- 20) 2380 Paul Minnie Ave
- 21) 2250 Paul Minnie Ave
- 22) Planning Director Kathy Previsich
- 23) John Leopold, Supervisor
- 24) 2347 17<sup>th</sup> Ave
- 25) 2260 Paul Minnie Court
- 26) 2270 Paul Minnie Court
- 27) 2280 Paul Minnie Court
- 28) 2290 Paul Minnie Court
- 29) 2296 Paul Minnie Court
- 30) 2294 Paul Minnie Court

PAUL MINNIE COURT NEIGHBORHOOD MEETING

05/15/2017 7:00PM

9047 Soquel Drive Aptos CA

PLEASE SIGN IN -- PRINT NAME

ADDRESS

KATHA SIMON

Ambrya McBride

Mary Gerber

Mark Potest

Loree Vial Landry

PAUL GARCIA

Laura Garcia

2290 Paul Minnie Ct. SC

2340 Paul Minnie Ave.

2280 Paul Minnie Ct

2280 Paul Minnie Ct.

2270 Paul Minnie Ct.

2320 PAUL MINNIE AV.

2320 Paul Minnie Ave.

EXHIBIT J

**Lisa Sabini**

---

**From:** David Reid <David.Reid@santacruzcounty.us>  
**Sent:** Tuesday, May 02, 2017 7:27 AM  
**To:** Brian deDiego; Lisa Sabini  
**Cc:** Angela Chesnut; Tony Sloss  
**Subject:** Paul Minnie MLD

Brian,

Thank you for letting John know about the minor land division. We may attend however without a development vision for the parcel at this time we may wait till designs for the prospective homes is further refined. Please let us know when the meeting is being held.

Let me know if you have any other questions.

Dave

Dave Reid, Analyst  
Supervisor John Leopold  
701 Ocean St., Room 500  
Santa Cruz, CA 95060  
(831) 454-2200  
<mailto:david.reid@santacruzcounty.us>



**COUNTY OF SANTA CRUZ  
NOTICE OF PROPOSED  
DEVELOPMENT SIGN  
INSTALLATION CERTIFICATE**

Application Number: 171077  
11/16/18

Date of Sign Installation:

Assessor's Parcel Number (APN): 026-071-19

Site Address: North side of Paul Minnie Ct at end

*Attach here a photo of sign as installed on site*

**I hereby testify that the sign installed fully complies with the specifications and standards of County Code Section 18.10.224, that the sign will be maintained for the required time, and that it will be removed when required by Section 18.10.224.**

Applicant's Name (please print): Brian LeDuc

Applicant's Signature: [Signature]

Date: 11/16/18

When the sign has been placed, complete this certificate and mail to your project planner,  
hezarne Salto, at County of Santa Cruz, Planning  
Department, 701 Ocean Street, 4<sup>th</sup> Floor, Santa Cruz CA 95060. **Failure to post the site as  
required is grounds for denial of your application.**

