



Staff Report to the Planning Commission

Application Number: **181016**

Applicant: Joe Colonna c/o Soquel Townhomes, LP
Owner: Soquel Townhomes, LP
APN: 030-221-12
Site Address: 5050 Wilder Drive, Soquel

Agenda Date: April 24, 2019
Agenda Item #: 7
Time: After 9:00 a.m.

Project Description: Proposal to divide a 25,389.12 square foot parcel with eight existing apartment units, into two parcels of 12,752.39 square feet (Lot A) and 12,636.73 square feet (Lot B), each containing four apartment units, in the RM-3 zone district. Requires approval of a Tentative Map for a Minor Land Division, an Amendment to Residential Development Permits 78-1636-U and 81-148-PD to recognize minor revisions to the site plan, including the addition of a carport on proposed Lot A. The project also includes a determination that the proposal is exempt from the requirements of CEQA.

Location: Property located on the southwest side of Wilder Drive (5050 and 5054 Wilder Drive) at approximately 865 feet southwest of the intersection with Capitola Road.

Permits Required: Minor Land Division, Residential Development Permit Amendment

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 181016 based on the attached findings and conditions.

Project Description & Setting

The property is located on the southwest side of Wilder Drive, a quiet residential street that runs in a loop and that has a single access point onto Capitola Avenue to the east. To the north and east of the property is a residential neighborhood, developed with a mixture of mostly multi-family units interspersed with a few single-family homes. Immediately to the south of the parcel is Highway 1 at the Porter Street off-ramp. The parcel lies approximately 120 feet north of the through-travel lanes and is elevated approximately 40 feet above the point where the off-ramp begins; however, the intervening steep slope is densely vegetated such that the property is not visible from the highway. Adjacent to the western property boundary are commercially zoned parcels located along the south side of Main Street. Although directly abutting developed commercial properties, the dwelling units are separated from the adjacent businesses by steep wooded slopes and the closest commercial building is located approximately 325 feet west of the property boundary.

The existing parcel is developed with eight rental apartments located in five two-story buildings, grouped into two sets of four units. There are two buildings each containing single units, either side of, and connected by a staircase and decks to a duplex, located on the northern half of the parcel and two duplex buildings, also connected by a staircase and decks, on the southern half. In addition, there are two separate carports, one for three cars and one for five cars and eight additional uncovered parking spaces. The structures and parking are set back away from the road behind large mature trees. The units are attractive and have been developed in a rustic Mediterranean style, with textured stucco walls, pantile roofs and dark, heavy wood detailing. Opposite the parcel there is a two-story fourplex that has the same rustic Mediterranean style that appears to have been built by the same developer. Other multi-family and single-family homes around Wilder Drive are mostly two-story mid to late 20th Century structures that exhibit a range of architectural styles.

The proposed project would divide the existing parcel into two separate lots. Proposed Lot A would contain one group of four units, the existing three-car carport, a proposed one-car carport and four uncovered parking spaces. Proposed Lot B would contain the two connected duplex units, existing five-car carport (four spaces would be assigned to individual units) and three uncovered parking spaces. This requires the approval of a Tentative Map for a Minor Land Division and an Amendment to the original Residential Development Permits to allow for the construction of one carport on Lot A and to recognize minor differences between the original plans and the current layout of the site.

Project Background

In August 1979, application 78-1636-U was approved by the Zoning Administrator, to construct an eight-unit multiple dwelling. In January 1980, Building Permits #62887 through 62891 were issued, for the construction of the five habitable structures. Building Permit #62892 was also issued for the construction of the carports. Later, in 1980, an application was submitted to subdivide the parcel and to create eight condominium units (application 80-139-PD, 80-140-S as Tract No. 241). In April 1981, Planned Development Permit 81-148-PD, an Amendment to Permit 78-1636-U, was approved for "a Variance to reduce the required 15-foot rear yard to about zero so that uncovered deck additions may be constructed to an eight-unit condominium project under construction" and in July of that same year, Building Permit #68119 was issued for the decks. The application to subdivide the parcel was, however, abandoned so that the eight units were not converted to condominiums.

Minor Land Division and Residential Development Permits

The subject property is a 25,389.12 square foot lot, located in the RM-3 (Multi-Family Residential, 3,000 square feet per unit) zone district, a designation which allows residential uses. The division of the parcel into two separate multi-family residential parcels each containing four units, requires a minimum of 12,000 square feet of net developable land per parcel (4 units with a minimum 3,000 square feet each). The proposed Minor Land Division would result in two multi-family parcels with a net developable area of 12,752.39 square feet (Lot A) and 12,636.73 square feet (Lot B) respectively. Furthermore, the zoning is consistent with the site's R-UH (Urban High Density Residential) General Plan designation which allows for residential densities of between 10.9 and 17.4 dwelling units per acre (2,500 - 4,000 square feet of net developable land per unit). The proposed land division therefore complies with the General Plan density range.

As denoted by the Tentative Map, all existing structures will comply with the required 5-foot side yard setback to the proposed property line as set out in County Code section 13.10.323 for the RM-3 zone district, and will continue to comply with the approved exterior setbacks as approved by Residential Development Permit 78-1636-U as amended by 81-148-PD, which included a Variance to the rear yard setback to decks.

The original approval included a requirement for the provision of eight covered parking spaces, one assigned to each unit, and eight additional "guest" spaces. As laid out, the project included eight covered spaces, three spaces in a carport located adjacent to the northern property boundary and five spaces in a carport located in front of the apartment units adjacent to the southern property boundary. So that the proposed parcels created by the proposed Land Division will continue to comply with the requirements of the original approvals, one additional carport is proposed to be constructed on Lot A so that covered parking spaces will be available for all tenants of that parcel. The proposed carport has been designed to be consistent with the existing carports on the parcel, with a flat roof supported on metal posts, and will not significantly alter the overall appearance of the development in views from the street. One of the covered parking spaces on Lot B will be unassigned and available for guests/tenants on a first come basis.

Although the proposed parking at the parcel is not consistent with current parking requirements as set out in County code section 13.10.552(A)(1) "Schedule for off-street parking space requirements – Resident Parking", and 13.10.552(A)(5) "Guest Parking for Multi-family Residential Developments", the project will continue to be consistent with the original Residential Development Permits under which the eight units were developed and there will not be any increase in the density or intensity of the use as a result of the proposed land division.

In addition to the construction of one additional carport on Lot A, minor changes are proposed to the layout of the uncovered parking spaces and associated landscaping to provide better access between the parking areas and the apartments. The proposed project will also recognize that an additional area of extended landscaping, not included on the plans for 78-1636-U but shown as a hand-written note on the Exhibit A for 81-148-PD, was never constructed. Based upon site observations, staff believes that the functionality of the driveway would be impaired if this landscaped area was added and that the required extension of the landscape area is not warranted.

Building Permits have recently been issued for upgrades and repairs to the existing apartments, including re-roofing all structures, the installation of new kitchens at each unit and reconstruction or repairs to the exterior decks/staircases. Other than these upgrades and ongoing maintenance as required, no physical changes are proposed to any of the existing structures.

Site Improvements and Utilities

In accordance with the requirements of the Department of Public Works, Storm-Water Management Division, prior to recordation of the Parcel map, certification by a licensed Civil Engineer is required to demonstrate that the existing drainage facilities at the site have been repaired/reinstated/retrofitted/installed to their original designed/installed condition and that the drainage system is revised/upgraded to account for minor modifications to the impervious area coverage since the approval in 1981. As required by the Sanitation Division, Lot B will continue to be served by the existing sewer lateral and a new sewer lateral will be installed to serve Lot A.

The private collector line between the two halves of the original parcel will be abandoned. The property is located within the Urban Services Line, all units are currently metered separately for utilities and this will be unchanged by the proposed minor land division.

Use of the shared driveway, that will continue to serve the two proposed parcels, as well as the ongoing maintenance of drainage facilities, landscaping and other common site improvements, will be regulated by a recorded Declaration of Common Easements and Maintenance Agreement. A draft of this document is provided as Exhibit E of this report.

Public Outreach/Public Comment

As required by County Code section 18.10.211, a neighborhood meeting was held on March 15, 2018, to provide information to neighbors about the proposed land division. Notices were sent to all owners and occupants of properties within 300 feet of the subject property; however, nobody attended the meeting. In addition, no correspondence has been received by the Planning Department as of the date of preparation of this staff report.

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 **181016** 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

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Steven Guiney, AICP
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Development Review
Santa Cruz County Planning Department

Exhibits

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. Project plans
- E. Draft Declaration of Common Easements and Maintenance Agreement
- F. Assessor's, Location, Zoning and General Plan Maps
- G. Parcel information
- H. Neighborhood Meeting and Notification
- I. 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: 181016
Assessor Parcel Number: 030-221-12
Project Location: 5050 Wilder Drive, Soquel

Project Description: divide an existing parcel containing eight rental units into two parcels, each with four rental units

Person or Agency Proposing Project: Joe Colonna Soquel Townhomes, LP

Contact Phone Number: (650) 444 2365

- 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: _____

EXHIBIT A

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 two-multi-family residential lots and is located in the Urban High Density Residential (R-UH) General Plan designation which allows a density of one unit for each 2,500 to 4,000 square feet of net developable lot area. The proposed project is consistent with the General Plan, in that the development will result in two multi-family residential parcels, each containing four units, with a net developable area of 12,752.39 square feet (Lot A) and 12,636.73 square feet (Lot B) respectively.

The project is consistent with the General Plan in that the full range of urban services will continue to be available, including public water and sewer service. Both parcels will be accessed from Wilder Drive. Prior to recordation of the Parcel map, the owner(s) of the subject property will record a Declaration of Common Easements and Maintenance Agreement that allows for shared access over the existing driveway and for ongoing maintenance of the resulting parcels.

The subdivision, as conditioned, will be consistent with the General Plan regarding infill development, in that there will be no major changes to the existing structures or the appearance of the site so the development will continue to be consistent with the pattern of surrounding development, and 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 continue to be residential in nature and both proposed parcels would meet the minimum standards for the RM-3 (Multi-Family Residential - 3,000 square feet minimum) zone district where the project is located. The project will also be consistent with all of the required site and development standards of the RM-3 zone district as modified by 81-148-PD, which included a Variance to the rear yard setbacks.

- 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 already developed. Proposed modifications to the existing layout, including the construction of one additional carport and minor changes to the paving/landscaping would be minor and upgrades will be implemented to ensure that the project complies with all requirements of the Stormwater Management Division. 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 the site is already developed so that no sensitive habitats or threatened species will be adversely impacted by the division of the parcel.

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

This finding can be made, in that This finding can be made, in that the site is already developed and municipal water and sewer services will continue to be available to serve both 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 is not applicable as the site is already developed with an approved multi-family housing project and no physical changes are proposed to the existing dwelling units.

- 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.**

This finding can be made as the site is already developed with an approved multi-family housing project and no physical changes other than ongoing maintenance is proposed to the existing structures. The proposed carport on Lot A has been designed to be consistent with the existing carports on the parcel, with a flat roof supported on metal posts, and will not significantly alter the overall appearance of the development in views from the street. Other minor modifications to the parking area and landscaping to provide better access between the parking areas and the apartments will be consistent with the existing site improvements.

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. All of the existing structures were constructed subject to issued Building Permits, in conformance with the California Building Code, and the County Building ordinance that was in effect at the time they were built, to ensure the safety of the structures and conservation of energy and resources. All recent upgrades and repairs were done in conformance with current codes. The full range of urban services will continue to be 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 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 RM-3 (Multi-Family Residential, 3,000 square feet per unit) zone district as the primary use of the property will be two parcels, each developed with four multi-family dwelling units that meet all current site standards for the zone district as modified by 81-148-PD, which included a Variance to the rear yard setbacks.

Although the proposed parking at the parcel is not consistent with current parking requirements as set out in County code section 13.10.552(A)(1) "Schedule for off-street parking space requirements – Resident Parking", and 13.10.552(A)(5) "Guest Parking for Multi-family Residential Developments", the project will continue to be consistent with the original Residential Development Permits under which the eight units were developed (78-1636-U and 81-148-PD) and there will not be any increase in the density or intensity of the use as a result of the proposed land division.

- 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-UH (Urban High 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 in that the site is already developed and the proposed carport on Lot A meets all current site and development standards for the zone district as specified in Policy 8.1.3 (Residential Site and Development Standards Ordinance.

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 the no changes are proposed to the existing residential units on the parcel. Existing structures will comply with the site standards for the RM-3 zone district (including setbacks, lot coverage, floor area ratio, height, and number of stories) as modified by 81-148-PD, which included a Variance to the rear yard setbacks.

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

- 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 will divide an existing developed lot. No traffic will be generated by the proposed project therefore the project will not adversely impact existing roads or intersections in the surrounding area.

- 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 existing structures are located in a mixed neighborhood containing a variety of architectural styles, and the development is consistent with the land use intensity and density of the neighborhood.

- 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.**

This finding can be made as the site is already developed with an approved multi-family housing project and no physical changes other than ongoing maintenance is proposed to the existing structures. The proposed carport on Lot A has been designed to be consistent with the existing carports on the parcel, with a flat roof supported on metal posts, and will not significantly alter the overall appearance of the development in views from the street. Other minor modifications to the parking area and landscaping to provide better access between the parking areas and the apartments will be consistent with the existing site improvements.

Conditions of Approval

Land Division 181016

Applicant: Joe Colonna, Soquel Townhomes LP

Property Owner: Soquel Townhomes LP

Assessor's Parcel Number: 030-211-12

Property Address and Location: Southwest side of Wilder Drive (5050 and 5054 Wilder Drive) at approximately 865 feet southwest of the intersection with Capitola Road.

Planning Area: Soquel

Exhibit(s):

- D. Tentative Map, Survey and Civil Engineering – 4 sheets prepared by BKF, dated 12/14/2018 and 1 sheet prepared by Norris A. Houk (Exhibit A for 81-148-PD), prepared February 1980.
- E. Declaration of Common Easements and Maintenance Agreement (Draft)

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 shall be done prior to recording the Parcel Map unless such improvements are allowable on the lot 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 two (2) multi-family residential parcels, each developed with four apartment units, including a shared driveway for access, utilities and landscaping.
 - C. The minimum net developable area shall be 3,000 square feet per unit.

D. The following items shall be shown on the Parcel Map:

1. Building footprints/parking areas/shared driveway area located according to the approved Tentative Map. The existing buildings shall meet the minimum 5-foot side yard setback for the RM-3 zone district to the proposed property line. All other setbacks as approved by 78-1636-U and 81-148-U shall be maintained.
2. Show both the 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 both 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. Apartment units shall continue to be connected for water service to the Soquel Creek Water District. All regulations and conditions of the water district shall be met.
3. All regulations and conditions of the sanitation district shall be met.
4. Additional construction on the lots, including one additional carport and revisions to the site layout, shall conform to Exhibit D.
5. Any changes from the approved Exhibit D, including but not limited to the Tentative Map and Preliminary Improvement Plans, 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. Submit an updated shared maintenance agreement (Declaration of Common Easements & Maintenance Agreement) for maintenance of all areas under common ownership/responsibility including the driveway, all landscaping,

drainage structures, water lines, sewer laterals, fences, silt and grease traps.

C. Meet all drainage requirements of the Department of Public Works, Stormwater Management Division, as follows:

- a. Pay Zone 5 drainage fees to the County Department of Public Works, Stormwater Management. Drainage fees will be assessed on the net increase in impervious area arising from modifications that have been made to the parcel's impervious area coverage since the original permit approval in 1981. Units located within the boundary of Lot A have modified their impervious area coverage by adding new concrete patios. Provide tabulation on the improvement plans of all previously unpermitted impervious areas to be recognized/assessed for payment of fees.
- b. Clearly establish/denote the maintenance responsibilities for Lot A and Lot B on the tentative map and in the final Declaration of Common Easements & Maintenance Agreement (Declaration). A revised Declaration or a separate Declaration for all annual and long-term drainage maintenance requirements shall be required. Once approved, the revised/new Declaration shall be notarized & recorded with the County of Santa Cruz.
- c. The Applicant's civil engineer shall complete and submit a more thorough site investigation of all existing stormwater mitigation features. The updated/supplemental report shall address the following:
 1. Identify existing drainage features that have been altered or not located and show that all systems shall be reinstated to their original designed/installed condition.
 2. Provide a full evaluation of the primary retention systems (reference Development Permit 73-1636- U & improvement plans Z5-133A & Z5-133B) and show that these are in good working condition. A statement of general conformance as indicated in the report prepared by BKF (12/19/2018) shall not be accepted.
 3. Submit all supporting information, including testing methods, onsite measurements/observations and any other technical documents that are used for completing the site evaluation.
 4. The final report shall be signed & stamped by the project's civil engineer responsible for conducting the analysis.
- d. If the final report prepared by the civil engineer identifies drainage mitigation features that are compromised or in poor working condition, these shall be repaired/retrofitted prior to acceptance of the Parcel Map. The civil engineer shall consult with the Department of Public Works, Stormwater Management Division on acceptable options for retrofitting

onsite drainage infrastructure to ensure compliance with current regulations before completing any additional work.

- D. Meet all requirements of the Santa Cruz County Sanitation District. All items must be resolved prior to approval of any final map.
- a. Submit and secure approval of an engineered sewer improvement plan providing sanitary sewer service to each parcel that includes the following information:
1. The length, diameter, slope, and material for both the existing and proposed sewer laterals and private collector lines
 2. Show that there will be no acute angles in any of the connections, that cleanouts are provided at every change in alignment, vertical or horizontal, and that cleanouts occur not more than 100' apart.
 3. Show that the design conforms to all aspects of the Department of Public Works County Design Criteria.
 4. Indicate that the resulting parcels are for rental apartments only, with all units on either given parcel to be all owned by one entity. The proposed is NOT approved for townhouses.
- b. Pay all necessary fees for the new sewer connection
- c. The Applicant shall provide a copy Declaration of Common Easements & Maintenance Agreement to the Sanitation District showing the inclusion of the property owner's sewer system maintenance responsibilities, prior to filing of the Parcel Map.

IV. 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. 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.

- V. 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.
- VI. 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.

Application #: 181016
APN: 030-221-12
Owner: Soquel Townhomes, LP

**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

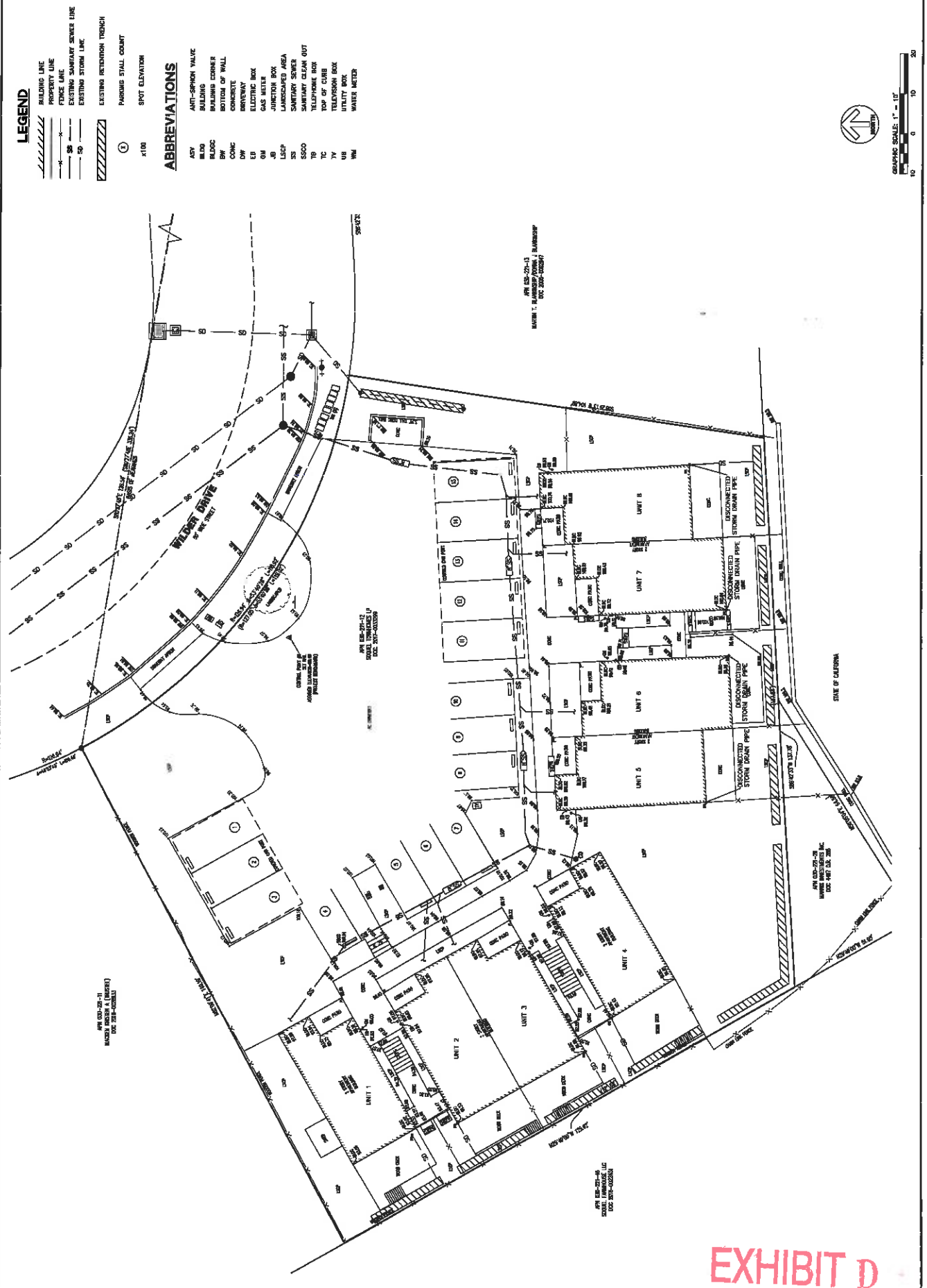
Approval Date: _____

Effective Date: _____

Expiration Date: _____

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.

WELDER DRIVE
BAND MOTEL

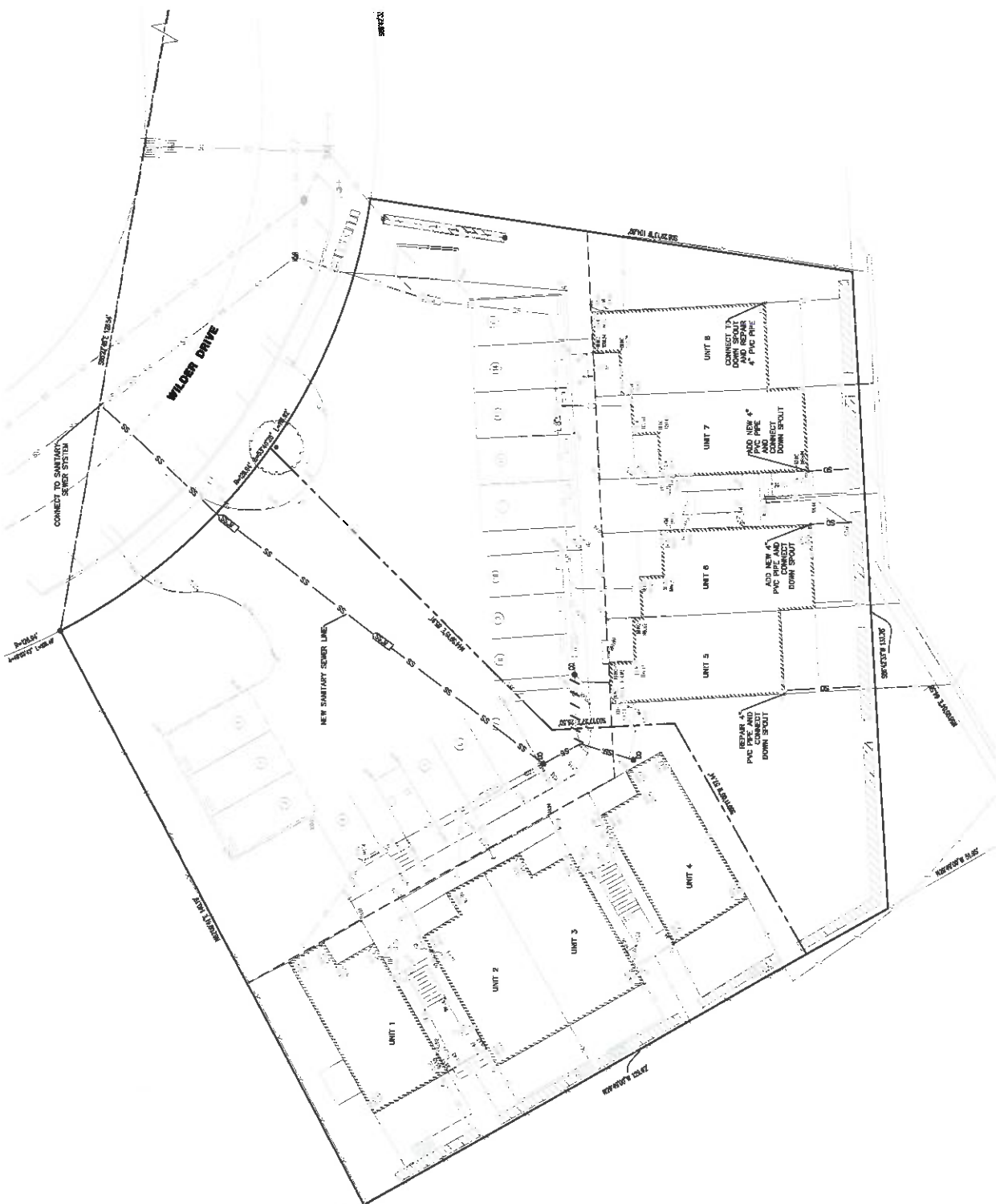


LEGEND

- /// BUILDING LINE
- EXISTING LINE
- ADJUSTED LINE
- EASEMENT LINE
- FENCE LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED STORM DRAIN LINE
- REMOVE EXISTING UTILITY LINE
- EXISTING RETENTION TRENCH
- PARKING STALL CURB
- SPOT ELEVATION

ABBREVIATIONS

- ASV ANTI-SIPHON VALVE
- BLD BUILDING
- BUR BURIED
- BW BOTTOM OF WALL
- CONC CONCRETE
- DWY DRAINAGE
- EB ELECTRIC BOX
- GA GAS METER
- JB JUNCTION BOX
- LANDSCAPED AREA
- LSOP LANDSCAPED OPEN SPACE
- SD STORM DRAIN
- SS SANITARY SEWER
- SSOD SANITARY SEWER OUT
- TO TOP OF CURB
- TV TELEVISION BOX
- UB UTILITY BOX
- WM WATER METER
- WV WATER VALVE



GRAPHIC SCALE 1" = 10'
10 0 10 20

EXHIBIT D

Recording Requested By:
Hanna & Van Atta

When Recorded Return To:
Hanna & Van Atta
525 University Avenue, Suite 600
Palo Alto, California 94301

**SOQUEL TOWNHOMES
DECLARATION OF COMMON EASEMENTS AND MAINTENANCE AGREEMENT**

THIS DECLARATION CONTAINS PROVISIONS FOR ALTERNATIVE DISPUTE RESOLUTION, INCLUDING MEDIATION AND BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. ARBITRATION INCLUDES A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY. YOU MUST READ THESE PROVISIONS CAREFULLY AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.

06.07.18

Law Offices of
Hanna & Van Atta
525 UNIVERSITY AVENUE, SUITE 600
PALO ALTO, CA 94301
TELEPHONE (650) 321-5700

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ARTICLE I. DEFINITIONS

1.1. "Assessment": The Share of the Common Expenses for costs and expenses of maintaining, improving, repairing, operating and managing the Common Easement Areas and other portions of the Project by the Lot A Owner as allocated to each Parcel as set forth in this Declaration.

1.2. "Access Driveway": That portion of the Common Easement Area that is the driveway providing access to and from the Project to Wilder Drive.

1.3. "Building": A building structure that is constructed on a Parcel.

1.4. "Common Easement Areas": The areas within the Parcels designated as Common Easement Areas on Exhibit "A" attached hereto. The Common Easement Areas shall include, without limitation, the Access Driveway, landscaping and hardscape areas, walkways, driveways, utility systems and facilities, drainage systems, irrigation systems, lighting, signage, fences and other facilities installed within the Common Easement Areas for the common use and enjoyment of the Parcels.

1.5. "Common Expenses": The actual and estimated expenses of maintaining, insuring and operating the Common Easement Areas, including costs of maintenance performed by the Lot A Owner pursuant to Article III of this Declaration, and any reasonable reserve for such purposes as found and determined by the Lot A Owner and all sums designated Common Expenses by or pursuant to this Declaration.

1.6. "County": The County of Santa Cruz, California.

1.7. "Declarant": Soquel Townhomes, LP, a California limited partnership, and any successor or assign that are expressly assigned and expressly assume the rights and duties of the Declarant under this Declaration in a recorded written document.

1.8. "Declaration": This Declaration, as amended or supplemented from time to time.

1.9. "Foreclosure": The legal process by which the Mortgaged property of a borrower in default under a Mortgage is sold, and the borrower's interest in such property is sold, pursuant to California Civil Code § 2924a et seq. or sale by the Court pursuant to California Code of Civil Procedure § 725a et seq. and any other applicable law.

1.10. "Lot A Owner": The Person who holds title to Lot A of the Project.

1.11. "Lot B Owner": The Person who holds title to Lot B of the Project.

1.12. "Map": That Parcel Map described in Introductory Paragraph A, above.

1.13. "Mortgage": A Mortgage, deed of trust, assignment of rents, issues and profits or other proper instrument (including, without limitation, those instruments and estates created by sublease or assignment) given as security for the repayment of a loan or other financing which encumbers a Parcel, made in good faith and for value.

1.14. "Mortgagee": The holder of a Mortgage including the beneficiary of a deed of trust that constitutes a Mortgage.

1.15. "Mortgagor": A Person who encumbers his Parcel with a Mortgage including the trustor of a deed of trust that constitutes a Mortgage.

B. The Lot A Owner shall have a non-exclusive easement over and across all portions of the Common Easements Areas exterior of the Buildings on the Parcels, for maintenance of the Common Easements Areas including, but not limited to, roadways, driveways, walkways, and landscaping of the Project.

2.4. Easements to Accompany Conveyance of Parcel: Easements that benefit or burden any Parcel shall be appurtenant to that Parcel and shall automatically accompany the conveyance of the Parcel, even though the description in the instrument of conveyance may refer only to the fee title to the Parcel.

2.5. Delegation of Use: Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Easement Areas and facilities to his employees, his tenants, or contract purchasers, who occupy and use the Building within its Parcel.

2.6. Owners' Rights and Easements for Utilities: The rights and duties of the Owners of Parcels within the Project with respect to sanitary sewer, drainage, water, electric, gas, television receiving, telephone equipment, cables and lines (hereinafter referred to, collectively, as "Utility Facilities") shall be as follows:

A. Whenever Utility Facilities are installed within the Project, which Utility Facilities or any portion thereof lie in or upon a Parcel owned by an Owner other than the Owner of a Parcel served by said Utility Facilities, the Owner of any Parcel served by said Utility Facilities shall have the right of reasonable access for themselves or for utility companies to repair, to replace and generally maintain said Utility Facilities as and when the same may be necessary to take timely action to make such repairs or perform such maintenance, provided that no such rights shall apply to a Building on a Parcel not owned by an Owner. Any such work related to Utility Facilities within the Parcel shall be subject to any Rules adopted by the Owners for the Common Easement Areas.

B. Whenever Utility Facilities are installed within the Project which serve more than one (1) Parcel, the Owner of each Parcel served by said Utility Facilities shall be entitled to the full use and enjoyment of such portions of said Utility Facilities as service his Parcel.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of said Utility Facilities, or with respect to the sharing of the cost thereof, then, upon written request of one (1) Owner addressed to the other Owner, the matter shall be submitted shall be submitted to dispute resolution in accordance with Section 6.20.

2.7. Maintenance Easement: An easement over the Common Easement Areas of each Parcel is reserved by Declarant and is hereby granted to the Lot A Owner, its successors, assigns, agents and contractors, for the purpose of entering upon those portions of the Project to perform such maintenance, repair and replacement of the improvements, landscaping and Utility Facilities within the Common Easement Areas within a Parcel, if any, as the Lot A Owner shall undertake or may do in accordance with the provisions of Article III of this Declaration.

2.8. Construction Easement: Non-exclusive easements are also hereby reserved by Declarant, for a term and duration coextensive with Declarant's title or interest in any Parcel, for access to, and ingress and egress over and across, the Common Easement Areas as reasonable and necessary to undertake and complete the development and construction of the Project. Subject to the terms of this Declaration and such reasonable Rules which may be adopted by a Majority of the Owners regarding access over and across the Common Easement Areas, non-exclusive easements for access to, and ingress and egress over and across, the Common Easement Areas are hereby established, reserved and granted to each Owner to undertake and complete development, construction and remodeling of the Building on the Parcel owned by the Owner, and for Declarant and each Owner to repair, replace or restore the Improvements situated within the Parcel owned by Declarant or each such Owner.

2.9. Drainage Easements: An easement over and under each Parcel as the servient tenement is reserved in favor of each Parcel as the dominant tenement for the purpose of allowing each such Owner to maintain that portion of an in-tract storm drainage system located thereon. No

3.2. Maintenance Procedures: The improvements in the Common Easement Areas shall be maintained in good condition and repair at all times, reasonable wear and tear excepted, by the Lot A Owner or its agents and contractors. The Lot A Owner may hire a property manager to fulfill the obligations of the Lot A Owner under this Declaration. Maintenance, repairs and/or replacement of the improvements in the Common Easement Areas shall be performed when the Lot A Owner determines that maintenance, repairs and/or replacement are necessary. On such determination, the Lot A Owner shall provide written notice to the Lot B Owner describing the needed work, the party that will perform the work, the estimated cost of the work, and the allocation of the costs among the Parcels (the "Repair Notice"). If the Lot B Owner objects to any matter contained in the Repair Notice, the objecting Lot B Owner shall notify the Lot A Owner in writing within ten (10) days after receipt of the Repair Notice setting forth the reasons for the objection. If no written objection is received within the 10-day period following receipt of the Repair Notice, the Owner not objecting shall be considered conclusively to have agreed to have the work performed and to pay the Owner's allocable share of the costs and to have waived the dispute resolution procedures in Section 6.20 with respect to any payments due for the work. If a timely objection is received, the Owners shall meet and attempt to resolve the dispute in good faith. If the dispute cannot be resolved within five (5) days after the timely objection is received, any Owner may initiate the dispute resolution procedures described in Section 6.20 below. Maintenance of the sewer lateral lines that branch off the main sewer line located within the Common Easement Area shall be the responsibility of the Owner of the Parcel that is served by the lateral line.

3.3. Emergency Repairs: Notwithstanding the provisions in Section 3.2, the Lot A Owner has the authority to make any necessary emergency repairs that the Lot A Owner has a reasonable basis to believe are necessary to prevent injury to any person or damage to property. After making the emergency repairs, the Lot A Owner shall notify the Lot B Owner as soon as is reasonably possible. The cost of the emergency repairs shall be allocated among the Parcels as described in Section 4.2. Payment shall be due pursuant to the procedures described in Section 4.4; and, if payment is not made in a timely manner, the Owner(s) incurring the emergency repair costs shall have the rights described in Section 4.5, provided that any Owner who disputes the need for further emergency repairs, the type of repairs, and/or the cost of the repairs may commence the dispute resolution procedures in Section 6.20 to resolve the dispute.

3.4. Utility Maintenance and Repair Requirements: Any utility improvements or lines located in the Common Easement Areas (including sanitary sewer laterals) that provide exclusive service to a Parcel shall be maintained by the Owner of the Parcel served by the utility at that Owner's sole cost and shall not be part of the Common Expenses. If any Owner must excavate or otherwise disturb the Common Easement Areas or any other portion of the other Owner's Parcel exterior of the Buildings on that Parcel, in order to repair or replace any utilities, the Owner shall give the other Owner such advance notice as is reasonable under the circumstances and no less than ten days except in the case of an emergency. All work shall be performed only by contractors duly licensed by the State of California and no work shall commence unless all required permits and governmental approvals have been obtained. Once work has commenced, the Owner shall use all reasonable efforts to diligently complete the repairs, to minimize any interference with the use of the Common Easement Areas, and upon completion of the work, the Owner shall promptly restore the Access Driveway to the condition it was in prior to the commencement of the repairs. The Owner shall defend, indemnify and hold the other Owner harmless against any cost, claim, liability, damage, cause of action, lien, judgment or expense, including reasonable attorneys' fees, arising out of the work.

ARTICLE IV. ASSESSMENTS AND CHARGES

4.1. Assessments for Maintenance of Common Easement Areas: The Lot A Owner shall charge each Parcel and Parcel Owner for its Share of the Common Expenses for the maintenance, repair, replacement and operations of the Common Easement Areas. Each Owner shall pay its Share of the Common Expenses as provided in the Declaration.

4.2. Allocation of Access Driveway Costs and other Common Expenses: Each Parcel's Share of Access Driveway Costs and other Common Expenses shall be allocated among the Parcels as follows: Lot A: 50% and Lot B: 50%. Notwithstanding anything herein to the contrary, if any

B. The Owners shall each comply with all laws, codes, rules, orders ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of California, County or any other governmental or quasi-governmental authority or agency now or hereafter having jurisdiction over the Project or any portions thereof, if noncompliance would subject the other Owner or Mortgagees to civil or criminal liability, jeopardize any certificate of occupancy of any Building or the Project, or the other Owner's rights to occupy or utilize beneficially their respective portions of the Project or part thereof, or would result in the imposition of any lien against any portion of the Project.

5.2. Nuisances: No noxious, illegal, or seriously offensive activities shall be carried on upon any Parcel, or any part of the Project, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Parcel or which increases the rate of insurance for the Project, or causes any insurance policy to be cancelled or causes a refusal to renew the same, or which will impair the structural integrity of any building, or which will endanger lives or health of occupants. No highly flammable or explosive or corrosive or toxic material shall be manufactured, stored, or sold on the Project.

5.3. Access Driveway Use: The Access Driveway shall be kept free and clear for ingress and egress at all times; and no Owner, occupant, guest or agent shall park any vehicle or other equipment within the Access Driveway at any time for any purpose, except in designated parking spaces or for construction and maintenance vehicles undertaking maintenance, repair or construction in the Access Driveway as authorized under this Declaration. The use of the parking spaces on each Parcel shall be limited to the use by the Owner of that Parcel and the tenants and the invitees and guests of that Owner and its tenants. The Access Driveway is to be kept open and clear for emergency vehicles at all times. Subject to the foregoing, the Owners from time to time may adopt Rules regulating the use of the Access Driveway, including but not limited to, Rules regulating speed. Any such Rules shall be applied in a uniform and nondiscriminatory manner. Any vehicle improperly parked within the Access Driveway may be towed at the vehicle owner's expense in accordance with then applicable laws. Any Owner may authorize the towing. Prior to the towing of a vehicle, a written warning notice shall be placed on the vehicle that the vehicle shall be towed within 24 hours, provided that no notice shall be required if the vehicle blocks access to any Parcel, ingress or egress by emergency vehicles, or otherwise constitutes a safety hazard, in which case the vehicle may be towed immediately. Under no circumstances shall the Owner be liable in any manner for the towing of a vehicle as long as the Owner acted in good faith based on a reasonable belief that the vehicle was wrongfully parked within the Access Driveway.

ARTICLE VI. GENERAL PROVISIONS

6.1. Enforcement: Each Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by the Court or other adjudicating body. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All Owners, tenants and other occupants of the Project are subject to and bound by the provisions of this Declaration. The Owners shall require their tenants, other occupants and invitees, to observe all applicable provisions of this Declaration and shall incorporate such requirement into the provisions of all tenant occupancy leases.

6.2. Invalidity of Any Provision: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

6.3. Term: The covenants and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and shall be enforceable by each Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners

certificate stating that, to the knowledge of the Lot A Owner, the Owner is not in violation of any of the provisions of this Declaration and the Lot A Owner has not received written notice from any Owner stating that the Owner is in violation of this Declaration, or if there are any such violations or the Lot A Owner has received such notices, setting forth in sufficient detail the nature of such violations. The certificate shall be delivered to the Owner or Mortgagee no later than thirty (30) days after such request by an Owner or Mortgagee. The Lot A Owner may charge the Owner a reasonable fee to recover its costs in researching and preparing the certificate. Any prospective purchaser or mortgagee shall be entitled to rely on the information contained in the certificate; provided, however, that such reliance may not extend to any violations of this Declaration of which the Lot A Owner does not have actual knowledge, or which have not been brought to its attention by written notice of an Owner. To the fullest extent permitted by law, and provided the Lot A Owner acted in good faith and consistent with what they reasonably believed to be within the scope of their authority and duties, then the Lot A Owner shall not be liable to the Lot B Owner requesting the certificate or to the Lot B Owner for any damage, loss, or prejudice suffered or claimed on account of the failure to supply such certificate or on the account of any information contained in the certificate being incomplete or inaccurate and said was actually unknown to any of the above entities or persons.

6.12. **Number; Gender:** The singular and plural number and the masculine, feminine and neuter gender shall each include the other where the context requires.

6.13. **Joint and Several Liability.** When the Owner of a Parcel is composed of more than one Person, each such Person shall be jointly and severally liable for payment of Assessments, and performance of all obligations (including without limitation, indemnification obligations) arising under any provision of the Project Documents with respect to such Parcel or the ownership thereof.

6.14. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Owners that this Declaration shall be strictly limited to and for the purposes herein expressed for the development, maintenance and operation of the Project on private property as a private development solely for the benefit of the Owners. Pursuant to the provisions of this Section 6.14, and except as otherwise expressly stated in this Declaration, the Lot A Owner shall have the right to restrict public access over the Common Easement Areas as reasonably necessary to prevent public dedication and to prevent or prohibit the use of the Project, or any portion thereof, by any person, for any purpose inimical to the operation of a first class private Project as contemplated by this Declaration.

6.15. **Attorneys' Fees.** If there is any legal action, arbitration or other proceeding to enforce any provision of this Declaration or to protect or establish any right or remedy, the unsuccessful party to such action or proceeding shall pay to the prevailing party or parties all costs and expenses (including, without limitation, attorneys' fees and costs) incurred by such prevailing party or parties in such action or proceeding. In addition, the unsuccessful party shall pay any costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by the prevailing party or parties in enforcing or appealing any judgment rendered in any such legal action or proceeding, which costs and expenses shall be recoverable separately from and in addition to any other amount included in such judgment. This Section 6.15 is intended to be severable from the other provisions of this Declaration, and shall survive and not be merged into any such judgment.

6.16. **Cooperation.** In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with the other Owner to promote the efficient operation of the Project and harmonious relationships among the Owners and to protect the value of each of their respective interests in the Project. To that end, except for information which an Owner reasonably deems to be confidential, or which may be the subject of litigation, or which may be prohibited from disclosure by court order, each Owner shall share information with the other Owner relating to matters which are

C. **Arbitration:** Any party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or within forty-five (45) days after the date of filing the original Dispute Notice, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, unless the parties otherwise agree, shall be determined by arbitration in Santa Cruz County, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The determinations by the arbitrator shall be binding upon the parties. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

D. **Allocation of Fees and Costs.** The arbitrator shall, in the award, allocate all of the costs of the arbitration (and the mediation, if applicable), including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

E. **Enforcement:** The provisions of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

F. **NOTICE:** EACH OWNER BY TAKING TITLE TO A PARCEL SHALL BE DEEMED TO HAVE AGREED TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION, AND UNDERSTANDS THAT SUCH OWNER IS GIVING UP ANY RIGHTS SUCH OWNER MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A JURY TRIAL.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this ____ day of _____, 201__.

SOQUEL TOWNHOMES, LP, a California limited partnership

By: _____

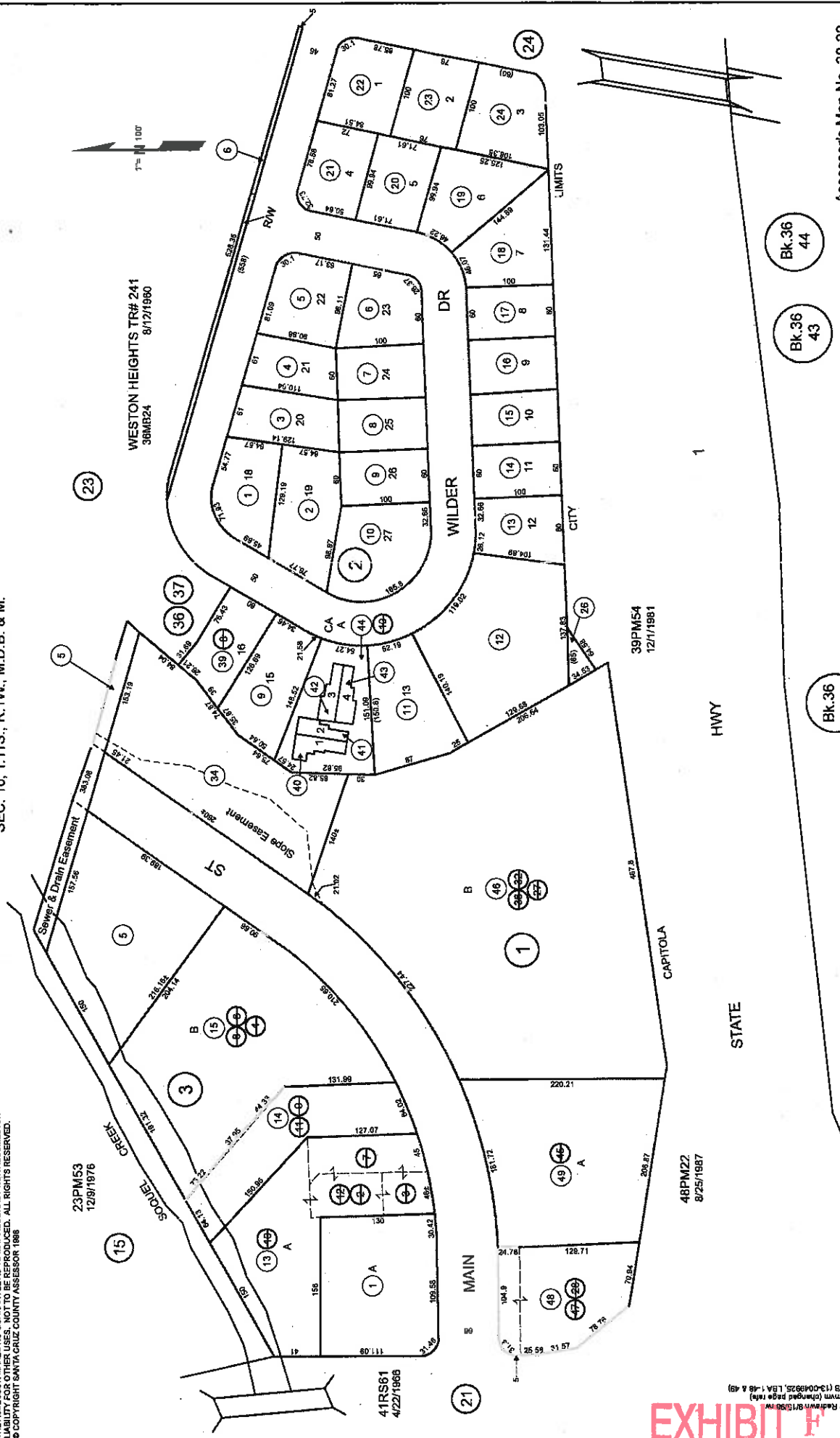
EXHIBIT "A" - "Common Easement Areas"



THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES, NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1988

Tax Area Code
96-101

30-22



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

Assessor's Map No. 30-22
County of Santa Cruz, Calif.
Sept. 1998

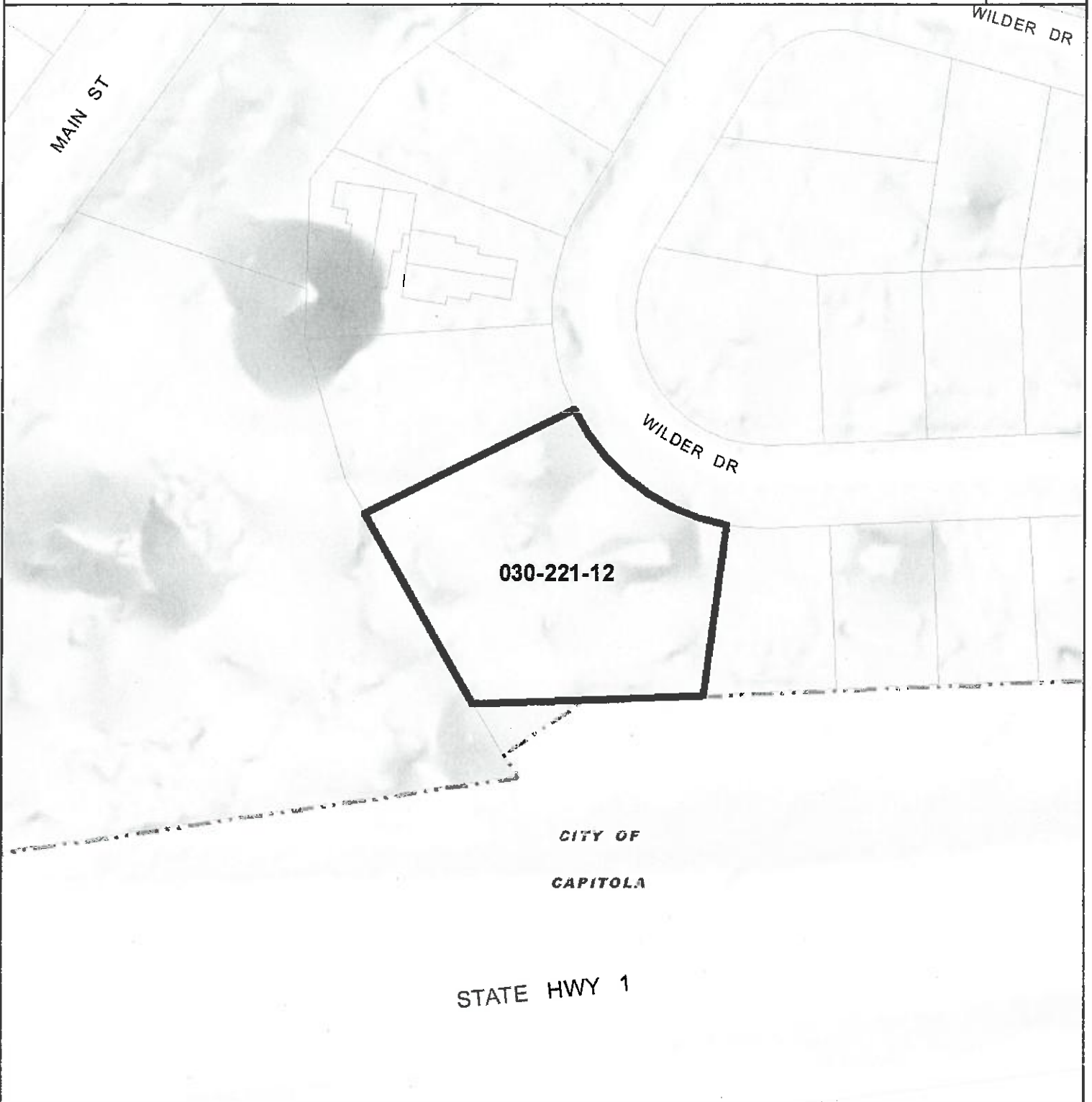


SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Location Map



Mapped
Area



Parcel: 03022112

- Study Parcel
- Assessor Parcel Boundary
- City Limits

Map printed: 12 Apr. 2019



0 25 50
Feet

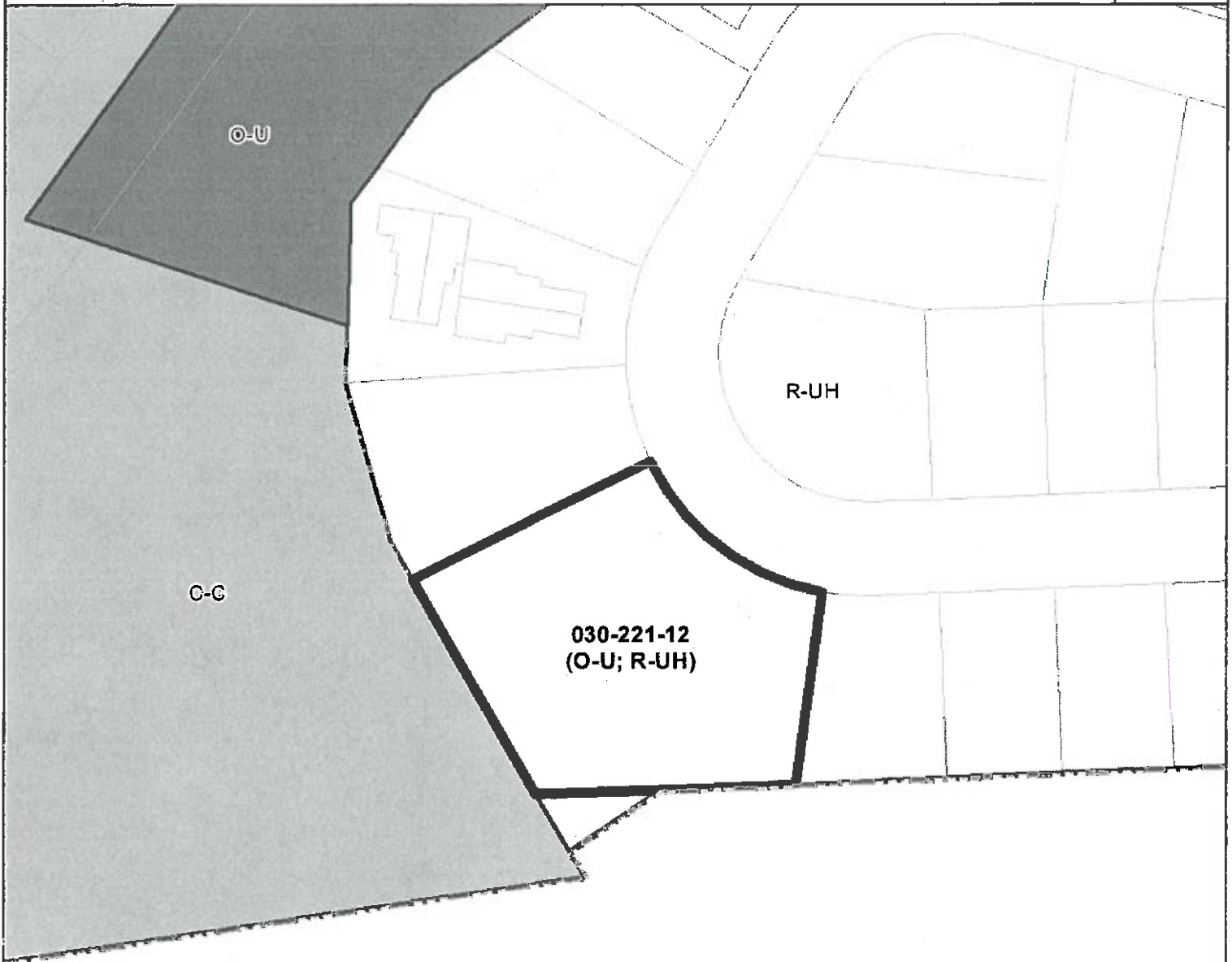
EXHIBIT F



SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel General Plan Map

Mapped
Area



CITY OF
CAPITOLA




-  C-C Commercial Community
-  O-U Urban Open Space
-  R-UH Res. Urban High Density



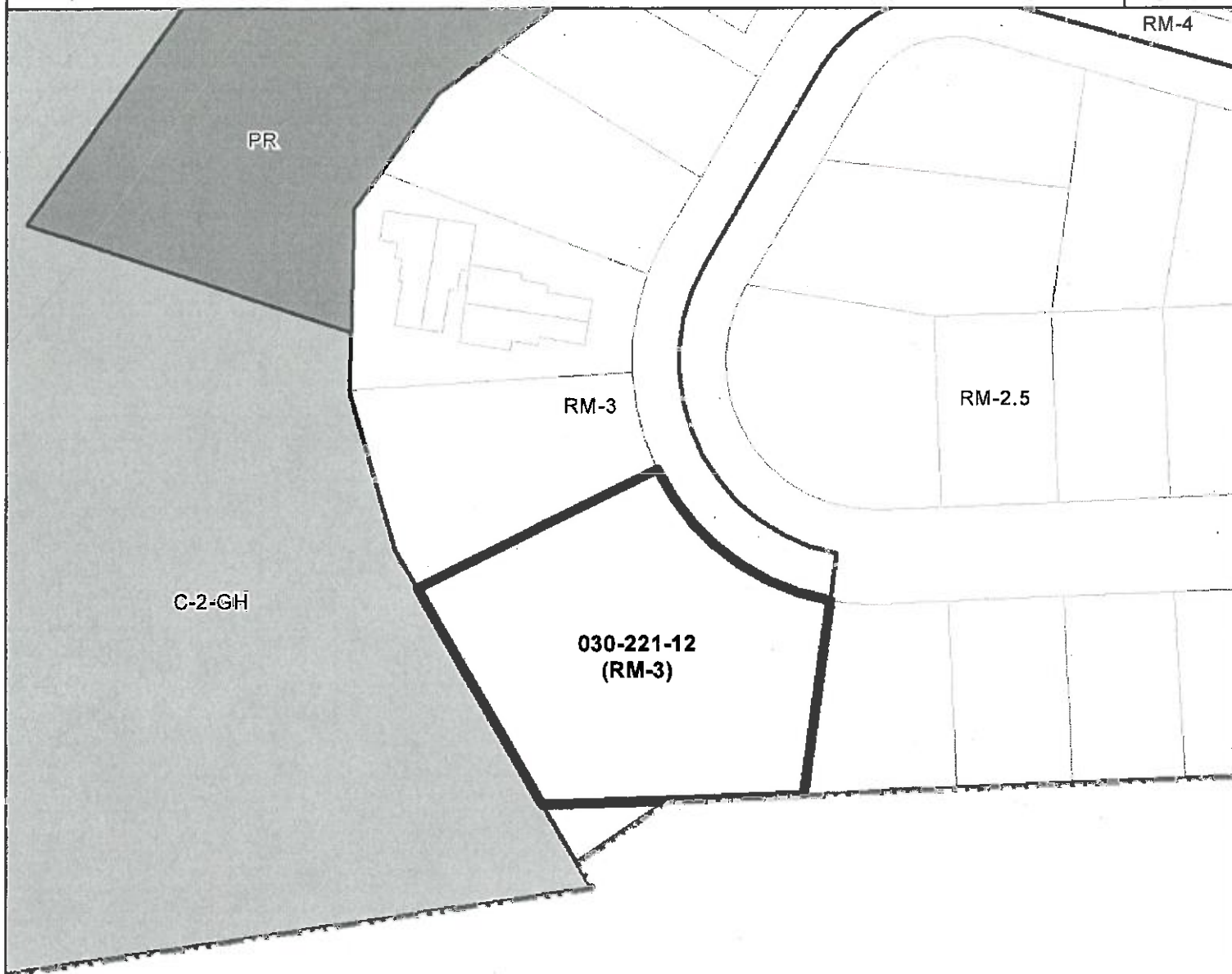
EXHIBIT F



SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Zoning Map

Mapped
Area



CITY OF
CAPITOLA

-  C-2 Community Commercial
-  PR Parks, Recreation, & Open Space
-  RM Residential Multi-Family



EXHIBIT F

0 25 50
Feet

Parcel Information

Services Information

Urban/Rural Services Line: ☒ Inside ☐ Outside
Water Supply: Soquel Creek Water District
Sewage Disposal: County of Santa Cruz Sanitation District
Fire District: Central Fire Protection District
Drainage District: Zone 5

Parcel Information

Parcel Size: 25,389.12square feet
Existing Land Use - Parcel: Apartments
Existing Land Use - Surrounding: Apartments and single-family homes
Project Access: Wilder Drive
Planning Area: Soquel
Land Use Designation: R-UH (Urban High Density Residential)
Zone District: RM-3 (Multi-Family Residential, 3,000 square feet per unit)
Coastal Zone: ☐ Inside ☒ Outside
Appealable to Calif. Coastal Comm.: ☐ Yes ☒ No

Technical Reviews: Not applicable

Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site
Fire Hazard: Not a mapped constraint
Slopes: Parcel is gently sloped/existing developed site
Env. Sen. Habitat: Existing developed site/minimal new disturbance (new carport in an existing paved parking area)
Grading: No grading proposed
Tree Removal: No trees proposed to be removed
Scenic: Mapped in the Highway 1 scenic corridor. No change to existing structures/not visible from the highway.
Archaeology: No physical evidence on site/no change to existing structures/minimal new disturbance (new carport in an existing paved parking area)



Lezzane Jeffs

County of Santa Cruz
Planning Department
Via email

RE: Recap of Neighborhood Meeting for Lot Split Application at 5050-5054 Wilder, Santa Cruz

This letter is intended to recap the required neighborhood meeting held at Shorelife Community Church at 875 Monterey Avenue in Capitola on March 15, 2018. The attached notice was sent to all owners and occupants of properties within 300 feet of the subject property, as required by code section 18.10.211. The attached list of recipients was compiled using the county's GIS system. Notice of the meeting was sent to each person or entity on that list via first class mail.

On March 15, 2018, I personally held the meeting in the Fireside Room at the church. I showed up at 6:30 pm with application materials and a plan showing the requested lot split. At 7:00 pm the church's pastor opened the doors to the public. By 8:30 pm, when no resident had yet attended, I left the meeting and pastor locked the door to the room. My phone number is provided on the notice, and I also left it with the pastor, but to date no neighbor has called me regarding the project. Please let me know if you need any additional information.

Joe Colonna
Director of Forward Planning
Rutherford Investments
241 W. Main St. Los Gatos, CA 95030

Dear Neighbor,

In compliance with the Santa Cruz County code, I am sending you this letter to inform you that there will be a neighborhood meeting at Shorelife Community Church at 875 Monterey Avenue in Capitola on March 15, 2018, at 7pm in the Fireside room, to discuss an application for the property located at 5050-5054 Wilder Drive in Santa Cruz County. The application is a proposal to divide a 25,116.12 square foot parcel with eight existing apartment units, into two parcels of 12,752.39 square feet (parcel A) and 13,636.73 square feet (Parcel B), each containing four apartment units, in the RM-3 zone district. No physical improvements are proposed as a result of the lot split application. If you want more information about the proposal, please come to the meeting or feel free to call me at 650-444-2365.

Regards,
Joe Colonna

Name	Address1	Address2
BURGENER WILLIAM C	5260 GRAINFLAT RD	PLYMOUTH, CA 95669
GLADDEN DAVID W & SHARON R CO-TRUSTEES	11 OAK GROVE WAY	NAPA, CA 94559
MACKEN KRISTEN A TRUSTEE	911 CENTER ST B	SANTA CRUZ, CA 95060
PRETTIE CAROL A TRUSTEE	P O BOX 593	CAPITOLA, CA 95010
DANIELS STEVE	PO BOX 54318	SAN JOSE, CA 95154
BOOKMAN LOWELL M & SALLY D H/W CP	3440 CRESTLINE WAY	SOQUEL, CA 95073
SHUIRMAN SUSAN T	789 WISCONSIN ST	SAN FRANCISCO, CA 94107
TONG DEVI TRUSTEE	740 VALENCIA RD	APTOS, CA 95003
OKA BETSY HARUYE TRUSTEE ETAL	15240 OAK RIDGE WAY	LOS GATOS, CA 95030
PRETTIE CAROL A TRUSTEE	P O BOX 593	CAPITOLA, CA 95010
TROMBLY RODERICK & DONNA	230 BALTUSROL DR	APTOS, CA 95003
BLANKINSHIP MARTIN T & DONNA J CO-TRUSTEES	5040 CAMPO WAY	SOQUEL, CA 95073
BOCALETTI LUIS E & ROSSELL H/W JT	5040 WILDER DR	SOQUEL, CA 95073
DEACON ROBERT THOMAS & DIANE CAMILLE TRUSTEES	801 RIVERVIEW DR	CAPITOLA, CA 95010
SKOWRUP PATRICIA P U/W	5044 WILDER DR A	SOQUEL, CA 95073
WILBER MICHAEL S & KATHLEEN W H/W JT	5044 WILDER DR B	SOQUEL, CA 95073
BRANCATELLI HEIDI L U/W	5042 WILDER DR A	SOQUEL, CA 95073
KELLY JENNIFER K H	P O BOX 1536	CAPITOLA, CA 95010
WAGNER MARJORIE PHYLLIS TRUSTEE	2435 FELT ST 58	SANTA CRUZ, CA 95062
GROVE THOMAS F & MARGARET G TRUSTEES	2701 74TH AVE SE	SALEM, OR 97317
LONG DARRELL D E	5030 WILDER DR	SOQUEL, CA 95073
JORGENSEN ROBERT E	1632 LIZZIE CT	SAN LUIS OBISPO, CA 93401
HARRIS GERALDINE J TRUSTEE ETAL	1104 ALLSTON WAY	SAN JOSE, CA 95120
RODONI WILLIAM A	P O BOX 3431	SANTA CRUZ, CA 95063
LAXTON CHRISTOPHER H/W JT ETAL	5061 WILDER DR	SOQUEL, CA 95073
KEMP ROBERT M & MARGOT A TRUSTEES	643 EDUARDO AVE	BEN LOMOND, CA 95005
HAYES ANN P TRUSTEE	2691 LAFAYETTE ST	SOQUEL, CA 95073
MOELLER CAROL SUE TRUSTEE	640 QUAIL DR	SANTA CRUZ, CA 95060
GRONSKI SAUNDRA	125 VIA LA JOLLA	APTOS, CA 95003
GALVAN LUIS M H/W ALL AS JT ETAL	5032 WILDER DR A	SOQUEL, CA 95073
HARRIS CHANDLER U/M	5034 WILDER DR A	SOQUEL, CA 95073
WIRTANEN MELANIE KETT TRUSTEE	77 ASPEN WAY 202	WATSONVILLE, CA, 95076
CAPITOLA BY THE SEA HOSPITALITY INC	8430 MURRAY AVE	GILROY AVE, CA, 95020
Planning Dept. - County of Santa Cruz, Kathy Previsich	701 Ocean Ave Rm 400	Santa Cruz, CA, 95060
District 1 Supervisor - County of Santa Cruz, John Leopold	701 Ocean Ave.Rm 500	Santa Cruz, CA, 95060



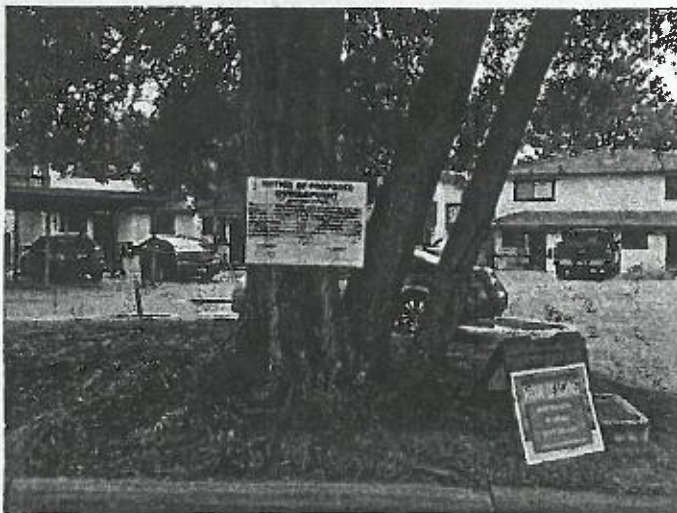
**COUNTY OF SANTA CRUZ
NOTICE OF PROPOSED
DEVELOPMENT SIGN
INSTALLATION CERTIFICATE**

Application Number: 181016

Date of Sign Installation: 2/27/19

Assessor's Parcel Number (APN): 030-221-12

Site Address: 5050 WILDER



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): JOE COLONNA

Applicant's Signature: [Signature]

Date: 2/27/19

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



AFFIDAVIT OF POSTING

County of Santa Cruz

Planning Department

Please return Affidavit by: April 19, 2019

Applicant: Joe Colonna
Application #: 181016
APN(S): 030-221-12
Site Address: 5050 Wilder Dr., Soquel 95073
Hearing Date: April 24, 2019

AG ☐ BD ☐ PC ☒ ZA ☐ Level IV ☐

Please note that it is legally required that the notice be posted in a conspicuous place on the project site.

APPLICANT - PLEASE COMPLETE THE FOLLOWING AND RETURN TO:

County of Santa Cruz, Planning Department
Attn: Lezanne Jeffs
701 Ocean Street, Fourth Floor
Santa Cruz, CA 95060

Posting Location (please be specific):

FRONT of PROJECT SITE

Posted By:

JOE COLONNA

Date Posted:

4/14/19

I declare under penalty of perjury that I posted the notice(s) at the location and on the date listed above.

[Signature]
(Signature)

4/14/19
(Date)