



Staff Report to the Zoning Administrator

Application Number: **171197**

Applicant: Hamilton Land Planning
Owner: Brown Bulb Ranch LTD
APN: 028-221-27

Agenda Date: November 17, 2017
Agenda Item #: 5
Time: After 9:00 a.m.

Project Description: Proposal to demolish two detached accessory structures totaling 624 square feet and construct an approximately 950 square foot two story addition to an existing single family dwelling. Project results in an increase in the number of bedrooms from 3 to 4 within an existing Residential Vacation Rental.

Requires a Coastal Development Permit and amendment to Residential Vacation Rental permit 151198 to increase the number of bedrooms from 3 to 4.

Location: Property located on the west side of 18th Avenue approximately 350 feet south of the intersection with East Cliff Drive (115 18th Ave).

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

Permits Required: Coastal Development Permit and Vacation Rental Permit

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 171197, based on the attached findings and conditions.

Exhibits

- | | | | |
|----|--|----|--|
| A. | Categorical Exemption (CEQA determination) | E. | Vacation Rental application |
| B. | Findings | F. | Sample lease agreement |
| C. | Conditions | G. | Assessor's, Location, Zoning and General Plan Maps |
| D. | Project plans | H. | Comments & Correspondence |

Parcel Information

Parcel Size: 8,000 square feet
Existing Land Use - Parcel: Residential
Existing Land Use - Surrounding: Residential
Project Access: 18th Ave
Planning Area: Live Oak
Land Use Designation: R-UM (Urban Medium Residential Density)
Zone District: R-1-4 (Single Family Residential (minimum 4,000 square foot parcel))
Coastal Zone: ☒ Inside ☐ Outside
Appealable to Calif. Coastal Comm. ☒ Yes ☐ No

Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site
Soils: Soils report accepted
Fire Hazard: Not a mapped constraint
Slopes: Flat site
Env. Sen. Habitat: Not mapped/no physical evidence on site
Grading: No grading proposed
Tree Removal: No trees proposed to be removed
Scenic: Not a mapped resource
Drainage: Existing drainage adequate
Archeology: Not mapped/no physical evidence on site

Services Information

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

History

The subject property is developed with an existing two story single-family dwelling constructed in 1994 under Coastal Development Permit 94-0456. In 2015 a Residential Vacation Rental Permit (151198) was approved for the operation of a 3 (three) bedroom vacation rental within the existing dwelling. The County has not received any reports of violation of the approved conditions of approval for the existing vacation rental.

Since the approval of the vacation rental permit, no modifications to the home have been made which would alter (increase) the number of bedrooms within the home. However, a building permit (B-172152) has been submitted for the proposed work and is pending approval of this Coastal Development permit.

Project Setting

The subject property is located on a dead end street in an area containing single-family development consisting of one and two story homes. The neighborhood consists of a mix of old and newer houses in a variety of styles. The project is located two houses from the end of 18th Ave, a County maintained road, and is the only existing, permitted vacation rental on the street. Consequently, the project complies with the maximum allowed number of vacation rentals per block of 20% within the LODA.

Zoning & General Plan Consistency

The subject property is a parcel of approximately 8,000 square feet, located in the R-1-4 (Single Family Residential (minimum 4,000 square foot parcel)) zone district, a designation which allows residential uses. The proposed single family dwelling is a principal permitted use within the zone district and the zoning is consistent with the site's R-UM (Urban Medium Residential Density) General Plan designation.

Local Coastal Program Consistency

The proposed single family dwelling is in conformance with the County's certified Local Coastal Program, in that the structure is sited and designed to be visually compatible, in scale with, and integrated with the character of the surrounding neighborhood. Developed parcels in the area contain single family dwellings. Size and architectural styles vary widely in the area, and the design submitted is consistent with the existing range of styles.

The project site is located between the shoreline and the first public road, but is not identified as a priority acquisition site in the County's Local Coastal Program, and public access exists within one block to the west and east of the project site. Consequently, the proposed project will not interfere with public access to the beach, ocean, or other nearby body of water.

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 **171197**, 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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E-mail: nathan.macbeth@santacruzcounty.us

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: 171197

Assessor Parcel Number: 028-221-27

Project Location: 2601 41st Avenue

Project Description: Construct a 950 square foot addition to an existing single family dwelling to be used as a residential vacation rental.

Person or Agency Proposing Project: Hamilton Land Planning

Contact Phone Number: (831) 423-9992

- 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. X **Categorical Exemption**

Specify type: Class 1 – Existing Facilities (Section 15301)

F. Reasons why the project is exempt:

Class 1-Existing Facilities: Construction of an addition to an existing single family residence (not exceeding 50% of the existing floor area) in an area designated for residential uses. Project results in an increase in one bedroom to an existing residential vacation rental use.

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

Nathan MacBeth, Project Planner

Date: _____

Coastal Development Permit Findings

1. That the project is a use allowed in one of the basic zone districts, listed in section 13.10.170(D) as consistent with the General Plan and Local Coastal Program LUP designation.

This finding can be made, in that the property is zoned R-1-4 (Single Family Residential (minimum 4,000 square foot parcel)), a designation which allows residential uses including residential vacation rentals. The proposed project is a principal permitted use within the zone district, and the zoning is consistent with the site's R-UM (Urban Medium Residential Density) General Plan designation.

2. That the project does not conflict with any existing easement or development restrictions such as public access, utility, or open space easements.

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

3. That the project is consistent with the design criteria and special use standards and conditions of this chapter pursuant to Section 13.20.130 and Section 13.20.140 et seq.

This finding can be made, in that the development is consistent with the surrounding neighborhood in terms of architectural style and the proposed design will be consistent in term of architectural style with the existing dwelling; the site is surrounded by lots developed to an urban density; the colors will be natural in appearance and complementary to the site; and the development site is not on a prominent ridge or beach. The project will be setback sufficiently from the bluff top and located behind the existing dwelling and extensive vegetation so as not to adversely impact visual resources.

4. That the project conforms with the public access, recreation, and visitor-serving policies, standards and maps of the General Plan and Local Coastal Program land use plan, specifically Chapter 2: figure 2.5 and Chapter 7, and, as to any development between the nearest through public road and the sea or the shoreline of any body of water located within the coastal zone, such development is in conformity with the public access and public recreation policies of Chapter 3 of the Coastal Act commencing with section 30200.

This finding can be made, in that the project site is located between the shoreline and the first public road however no existing public access to the beach exists on 18th Ave. Beach access is available one block to the east and west of the project site located at the end of Sunny Cove Drive and the end of 19th Ave. Consequently, the project will not interfere with public access to the beach, ocean, or any nearby body of water. Further, the project site is not identified as a priority acquisition site in the County Local Coastal Program.

5. That the proposed development is in conformity with the certified local coastal program.

This finding can be made, in that the structure is sited and designed to be visually compatible, in scale, and integrated with the character of the surrounding neighborhood. Additionally, residential uses are allowed uses in the R-1-4 (Single Family Residential (minimum 4,000 square foot parcel)) zone district, as well as the General Plan and Local Coastal Program land use designation.

Developed parcels in the area contain single family dwellings. Size and architectural styles vary in the area, and the design submitted is consistent with the existing range of styles.

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 insure the optimum in safety and the conservation of energy and resources. The residential vacation rental will comply with health and safety standards established for vacation rental units, including smoke and carbon monoxide alarms, working ground fault circuit interrupters, emergency egress in all sleeping rooms, and handrails along stairs and walking surfaces above 30 inches in height to insure the optimum in safety. In addition, the vacation rental standards address noise, occupancy, and parking to ensure that there are no detrimental effects of the vacation rental.

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 single family dwelling and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances, including the vacation rental ordinance, and the purpose of the R-1-4 (Single Family Residential (minimum 4,000 square foot parcel)) zone district as the primary use of the property will be one single family dwelling and residential vacation rental that meets all current site standards for the zone district and requirements of the vacation rental ordinance.

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 and residential vacation rental is consistent with the use and density requirements specified for the R-UM (Urban Medium Residential Density) land use designation in the County General Plan as it is a residential use in an existing residential structure and the vacation rental ordinance implements the standards contained in the Noise Element of the General Plan.

The proposed single family dwelling 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 single family dwelling will not adversely shade adjacent properties, and will meet current setbacks for the zone district.

The proposed single family dwelling 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 proposed single family dwelling will comply with the site standards for the R-1-4 zone district (including setbacks, lot coverage, floor area ratio, height, and number of stories) and will result in a structure 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.

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 addition is to be constructed on an existing developed lot. The project would not result in an increase in peak trip per day (1 peak trip per dwelling unit). Further, the expected level of traffic generated by the proposed vacation rental is commensurate to any other residential use of the dwelling because the short term rental occupancy of a residence does not change the type of use within the dwelling. Guest celebrations that result in temporary increased traffic can occur with both non-vacation rental residential use and vacation rental use. No adverse impacts on existing roads, intersection or utilities are expected and existing utilities serve the site.

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 structure is located in a mixed neighborhood containing a variety of architectural styles, and the proposed addition will result in a single family dwelling that is consistent with the land use intensity and density of the neighborhood. Additionally, the short term vacation rental would be a continuation of an existing use within an existing residential dwelling. Residential vacation rental uses are consistent with the land use intensity and density of residential neighborhoods. Both non-vacation residential uses and vacation rental uses can include celebrations that result in temporary increase in vehicles and building occupancy.

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, in that the proposed addition will be of an appropriate scale and type of design that will enhance the aesthetic qualities of the surrounding properties. The project complies with all site standards for the zone district and will not reduce or visually impact available open space in the surrounding area.

Conditions of Approval

Exhibit D: Project Plans 8 sheets, prepared by Clark Schultes, Dated 8/15/17

- I. This permit authorizes the construction of an addition to an existing single family dwelling and operation of a 4 bedroom residential vacation rental as indicated on the approved Exhibit "D" for this permit. This approval does not confer legal status on any existing structure(s) or existing use(s) on the subject property that are not specifically authorized by this permit. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
 - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.
 - B. Obtain a Demolition Permit for the two detached accessory structures from the Santa Cruz County Building Official.
 - C. Obtain a Building Permit from the Santa Cruz County Building Official.
 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.
 - D. Obtain an Encroachment Permit from the Department of Public Works for all off-site work performed in the County road right-of-way.
 - E. Submit proof that these conditions have been recorded in the official records of the County of Santa Cruz (Office of the County Recorder) within 30 days from the effective date of this permit.
- II. Prior to issuance of a Building Permit the applicant/owner shall:
 - A. Submit final architectural plans for review and approval by the Planning Department. The final plans shall be in substantial compliance with the plans marked Exhibit "D" on file with the Planning Department. Any changes from the approved Exhibit "D" for this development permit on the plans submitted for the Building Permit must be clearly called out and labeled by standard architectural methods to indicate such changes. Any changes that are not properly called out and labeled will not be authorized by any Building Permit that is issued for the proposed development. The final plans shall include the following additional information:
 1. A copy of the text of these conditions of approval incorporated into the full size sheets of the architectural plan set.
 2. One elevation shall indicate materials and colors as they were approved by

this Discretionary Application. If specific materials and colors have not been approved with this Discretionary Application, in addition to showing the materials and colors on the elevation, the applicant shall supply a color and material sheet in 8 1/2" x 11" format for Planning Department review and approval.

3. Grading, drainage, and erosion control plans.
 4. Details showing compliance with fire department requirements.
- B. Meet all requirements of and 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.
 - C. Meet all requirements of the Santa Cruz County Sanitation District. Proof of sanitary sewer service availability is required prior to application for a Building Permit.
 - D. Meet all requirements of the Environmental Planning section of the Planning Department.
 - E. Meet all requirements and pay any applicable plan check fee of the Central Fire Protection District.
 - F. Pay the current fees for Parks and Child Care mitigation for 1 bedroom. Currently, these fees are, respectively, \$1,000 and \$109 per bedroom.
 - G. Pay the current fees for Roadside and Transportation improvements for 1 additional bedroom. Please contact the Department of Public Works for a current list of these fees.
 - H. Provide required off-street parking for 3 cars. Parking spaces must be 8.5 feet wide by 18 feet long and must be located entirely outside vehicular rights-of way. Parking must be clearly designated on the plot plan.
 - I. Submit a written statement signed by an authorized representative of the school district in which the project is located confirming payment in full of all applicable developer fees and other requirements lawfully imposed by the school district.
 - J. Complete and record a Declaration of Restriction to maintain a single family dwelling containing one food preparation/cooking facility. **You may not alter the wording of this declaration.** Follow the instructions to record and return the form to the Planning Department.
 - K. Complete and record a Declaration of Restriction to maintain an attached 150 square foot non-habitable accessory structure ant the rear of the home. **You may not alter the wording of this declaration.** Follow the instructions to record and

return the form to the Planning Department.

- III. All construction shall be performed according to the approved plans for the Building Permit. Prior to final building inspection, the applicant/owner must meet the following conditions:
- A. All site improvements shown on the final approved Building Permit plans shall be installed.
 - B. All inspections required by the building permit shall be completed to the satisfaction of the County Building Official.
 - C. The project must comply with all recommendations of the approved soils reports.
 - D. 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.

Conditions of Approval – Vacation Rental

- IV. Prior to exercising the permit for a 4-bedroom Vacation Rental (171197), the property owner shall obtain a Building Permit (B-172152) and complete all work. During construction, the existing 3-bedroom vacation rental permit (151198) will remain valid.
- V. Upon final inspection of Building Permit B-172152 the owner shall submit a written request to surrender the 3-bedroom vacation rental permit 151198 accepting the following conditions for a 4 bedroom vacation rental:
- A. The vacation rental shall be maintained and operated so that, at all times, it is in compliance with the items listed on the Vacation Rental Certification form (Exhibit A).
 - B. The maximum, overnight occupancy of the vacation rental shall not exceed 10 people (2/bedroom + 2, children under 8 not counted).
 - C. The maximum number of vehicles associated with the overnight occupants shall not exceed 5 (number of on-site parking spaces, plus 2 additional on-street spaces that are not assigned to or for exclusive use of the vacation rental).

- D. The maximum occupancy allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. shall not exceed 20 people (twice the number of overnight occupants, children under 8 not counted).
- E. Occupants and guests shall adhere to the noise standards contained in the County Noise Ordinance (County Code Chapter 8.30).
- F. A list of rules shall be posted inside the vacation rental in a location readily visible to all guests. The rules shall include, but not necessarily be limited to the following: maximum number of guests allowed, maximum number of people allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., maximum number of vehicles allowed, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).
- G. A copy of the County Noise Ordinance (County Code Chapter 8.30) shall be posted inside the vacation rental in a location readily visible to all guests.
- H. The vacation rental shall have a sign identifying the structure as a permitted vacation rental and listing a 24-hour local contact responsible for responding to complaints and providing general information. The sign shall not exceed 216 square inches, be legible from, and be posted no more than 20 feet back from the nearest street.
- I. The name, address, and telephone number(s) of the local contact person shall be posted inside the vacation rental in a location readily visible to all guests, and shall be submitted to the local Sheriff Substation, the main County Sheriff's Office, the local fire agency, and shall be supplied to the property owners of all properties located within a 300 foot radius of the parcel on which the vacation rental is located. Any change in the contact person's address or telephone number shall be promptly furnished to the agencies and neighboring property owners as specified above.
- J. The owner/applicant shall comply with the regulations and standards set forth in Chapter 4.24 of the County Code, including any required payment of transient occupancy tax for the vacation rental unit.
- K. The owner/applicant shall agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising out of the use of the dwelling as a vacation rental. Unless an alternate dispute resolution entity is agreed to by all parties involved, dispute resolution shall be conducted through the Conflict Resolution Center of Santa Cruz County.
- L. Permit for a 4 vacation rental (located in the Live Oak Designated Area (LODA)) shall expire 5 (five) years from the date of final inspection of Building Permit 172152. To continue in operation as a legal vacation rental, an application to renew the permit must be made before the expiration date, but no sooner than 180 days before the expiration date.

VI. Operational Conditions

- A. In the event that future County inspections of the subject property disclose noncompliance 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 permit 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.

Minor variations to this permit which do not affect the overall concept or density may be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

Application #: 171197
APN: 028-221-27
Owner: Justin Brown

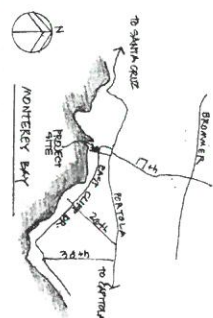
Please note: This permit expires three years from the effective date listed below unless a building permit (or permits) is obtained for the primary structure described in the development permit (does not include demolition, temporary power pole or other site preparation permits, or accessory structures unless these are the primary subject of the development permit). Failure to exercise the building permit and to complete all of the construction under the building permit, resulting in the expiration of the building permit, will void the development permit, unless there are special circumstances as determined by the Planning Director.

Approval Date: _____

Effective Date: _____

Expiration Date: _____

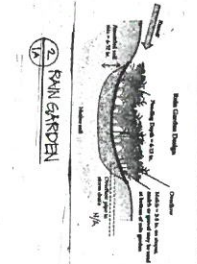
Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Zoning Administrator, may appeal the act or determination to the Planning Commission in accordance with chapter 18.10 of the Santa Cruz County Code.



Section A - Site Identification Requirements

All projects shall include the following information hand-drawn on the site plan or on a separate sheet:

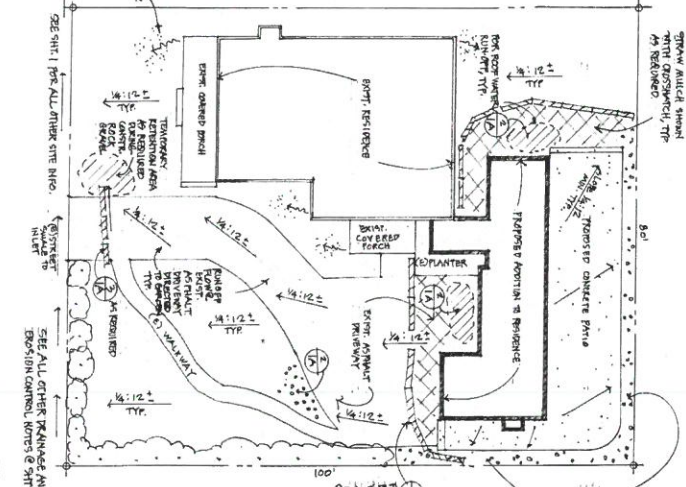
- All known adjacent commercial, residential, or other uses that are not actively being used (i.e., all vacant lots).
- All adjacent streets, highways, and other transportation facilities.
- All adjacent public utilities (e.g., water, sewer, gas, electric, telecommunications) and their locations.
- All adjacent public facilities (e.g., schools, libraries, parks, recreation areas, etc.).
- All adjacent public works (e.g., police, fire, health, etc.).
- All adjacent public works (e.g., police, fire, health, etc.).
- All adjacent public works (e.g., police, fire, health, etc.).



Section B - Erosion Control Requirements

Any project that involves ground disturbance shall include the following erosion control measures on the construction pollution control plan. The minimum erosion control measures shall be shown in plan view and shall include stabilization details within areas where erosion is likely to occur.

1. Control of Bare Soil. A. Use of the following erosion control measures shall be indicated on the construction pollution control plan as a means to control bare soil during the construction process.
2. Control of Bare Soil. A. Use of the following erosion control measures shall be indicated on the construction pollution control plan as a means to control bare soil during the construction process.
3. Control of Bare Soil. A. Use of the following erosion control measures shall be indicated on the construction pollution control plan as a means to control bare soil during the construction process.



Section C - Sediment Control Requirements

Any project that involves ground disturbance shall include the following sediment control measures on the construction pollution control plan. The minimum sediment control measures shall be shown in plan view and shall include stabilization details within areas where erosion is likely to occur.

1. Control of Bare Soil. A. Use of the following erosion control measures shall be indicated on the construction pollution control plan as a means to control bare soil during the construction process.
2. Control of Bare Soil. A. Use of the following erosion control measures shall be indicated on the construction pollution control plan as a means to control bare soil during the construction process.
3. Control of Bare Soil. A. Use of the following erosion control measures shall be indicated on the construction pollution control plan as a means to control bare soil during the construction process.

STORMWATER MANAGEMENT TREATMENT TABLE

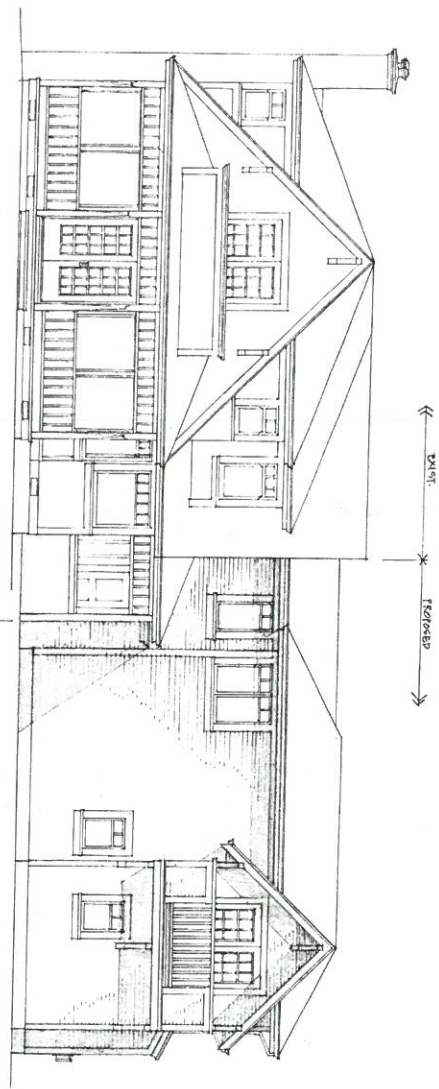
1. EXIST. FIRST FLOOR AREA & COVERED PORCHES = 1434 SQ. FT.
2. EXIST. RETAINMENT WALLS = 1125 SQ. FT.
3. PROPOSED FIRST FLOOR ADDITION = 673.42 SQ. FT.
4. PROPOSED CONCRETE PATIO = 746 SQ. FT.
5. TOTAL IMPERVIOUS AREA = 3978.42 SQ. FT.
PROPERTY AREA = 8000 SQ. FT.

STORMWATER POLLUTION CONTROL PLAN

PROJECT: HIGHWAY 101 JUSTIN BECKIN
 115 10th Ave, Santa Cruz, CA 95062, A.P.N.: 078-221-27
 TEL: 831-475-3921 EMAIL: hdb@hdb.com

PROPOSED ADDITION

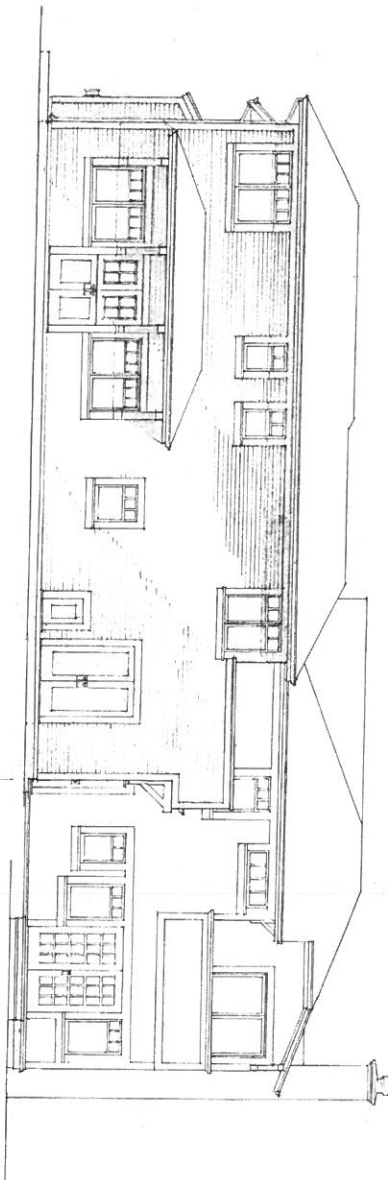
BY: CLARK L. SHULTZ
 50 NATIONAL ST.
 SANTA CRUZ, CA 95060
 1 5th Ave 1000
 10/10/17



1 EAST ELEVATION

1/4" = 1'-0"

NOTE:
ALL EXTERIOR MATERIALS
TO BE MATCHED TO EXISTING
ALL EXTERIOR PAINT TO BE
MATCH EXIST. EXTERIOR
PAINT TO BE WHITE
ALL WOOD TRIM TO BE
WHITE
WINDOWS & WINDOW FRAMES TO BE
DARK HUNTER GREEN
DOOR TO BE DARK HUNTER GREEN
ROOF TO BE DARK HUNTER GREEN



2 WEST ELEVATION

1/4" = 1'-0"

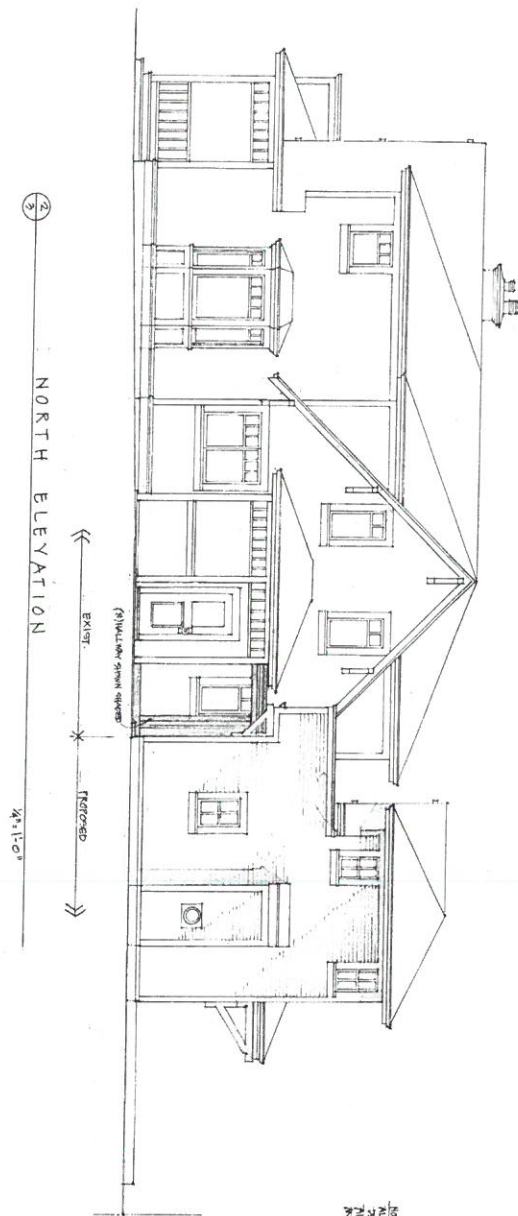
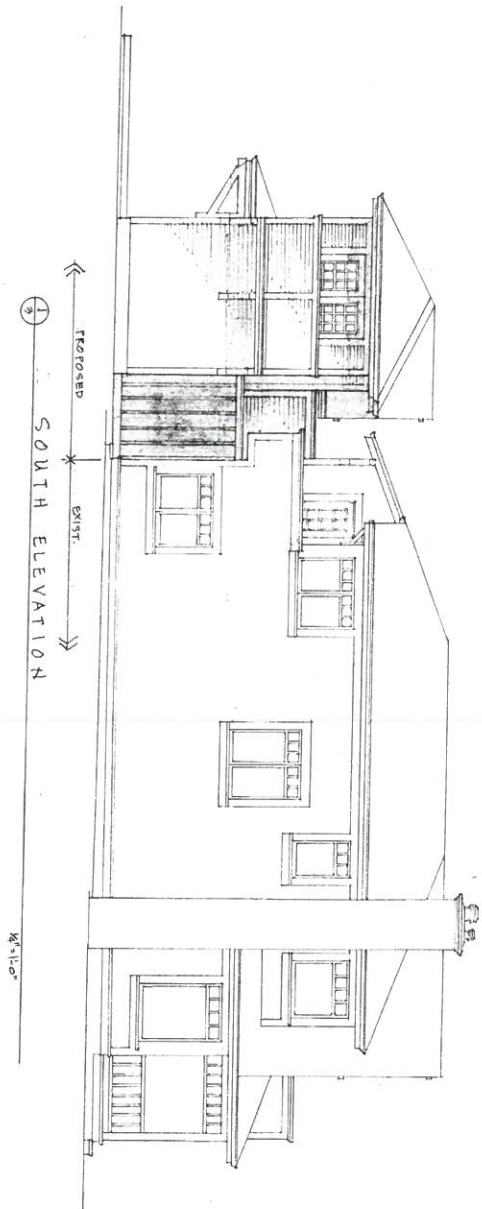
PROPOSED ADDITION

THESE DRAWINGS ARE NOT
TO BE USED FOR CONSTRUCTION
UNLESS THEY ARE APPROVED
BY THE CITY ENGINEER.
APPROVED BY CITY ENGINEER
DATE: 8/15/17

FOR: SIDNEY & LINDA BROWN
115 16TH AVE
N. W. CORNER OF 16TH & 2ND
N. W. CORNER OF 16TH & 2ND

BY: CLARK L. SHULTZ
301 NATIONAL ST.
SUITE 200
N. W. CORNER OF 16TH & 2ND
N. W. CORNER OF 16TH & 2ND

SHEET NO. 2
DATE: 8/15/17



NOTE:
ALL EXTERIOR MATERIALS AND
FINISHES SHALL BE MATCHED TO
THE EXISTING HOUSE.
MATCH EXIST. HOUSE.

PROPOSED ADDITION

THESE DRAWINGS AND ALL
NOTES ARE THE PROPERTY
OF THE ARCHITECT AND
SHALL BE KEPT IN HIS
POSSESSION. © 2017

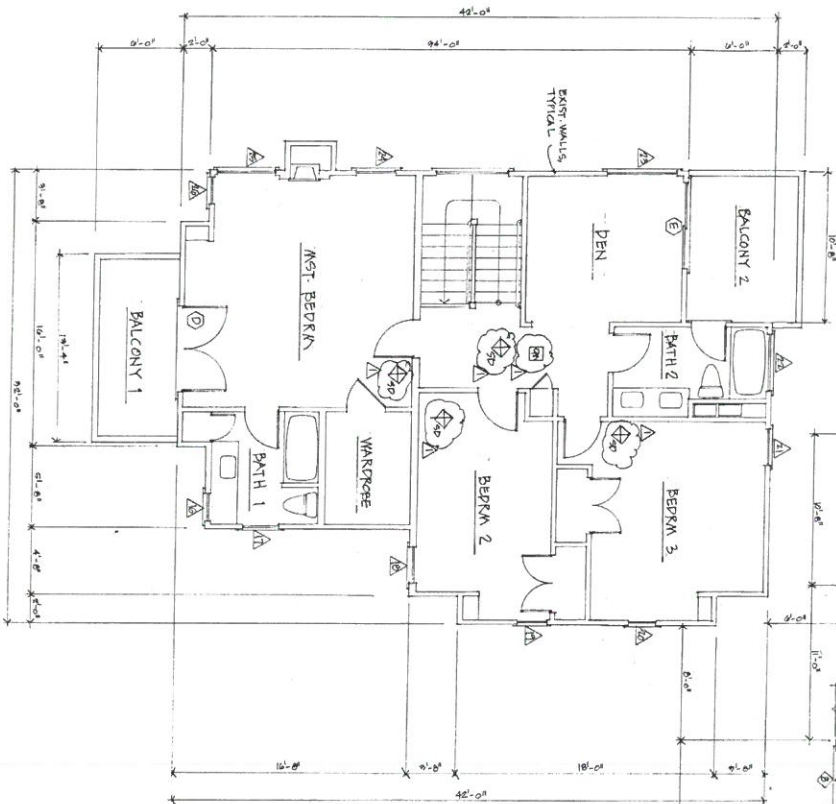
FOR: SINDY & JUSTIN BROWN
115 16TH AVE
N. THE CENTER OF WINDY ROCK, IA
1 5 6 6 2

BY: CLARKE L. SHULTZ
307 NATIONAL ST.
1
ANN ARBOR, MI 48106
shultzdesign@gmail.com

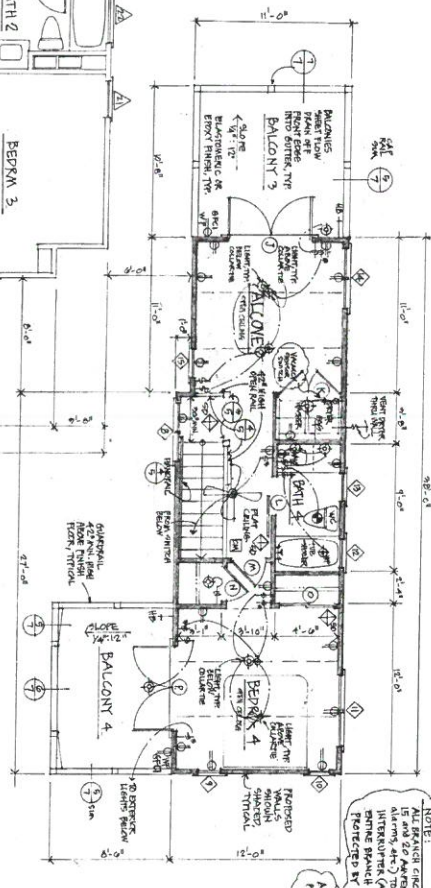
3

DATE: 8-15-17

2 EXIST. SECOND LEVEL FLOOR PLAN
1039 SQ. FT. HEATED AREA
1/8" = 1'-0"

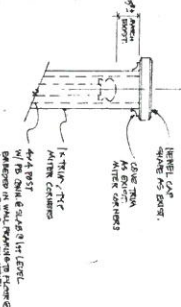


3 PROPOSED ADDITION & SECOND LEVEL
418 SQ. FT. HEATED AREA
BALCONIES = 239 SQ. FT. UNHEATED
1/8" = 1'-0"

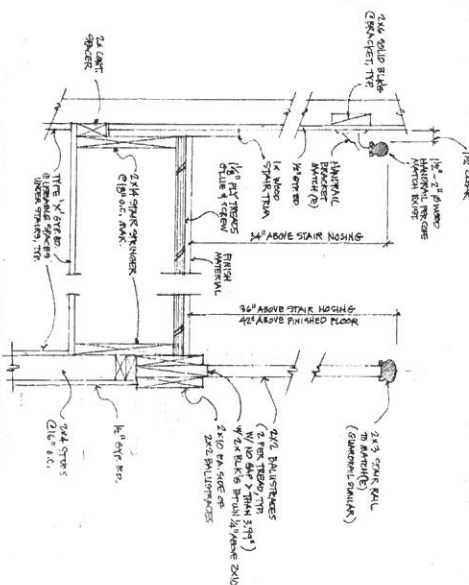


NOTE:
ALL NEW ADDITION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC AND 2015 IRC. ALL NEW ADDITION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC AND 2015 IRC. ALL NEW ADDITION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC AND 2015 IRC.

4 NEWEL POST
1/4" = 1'-0"

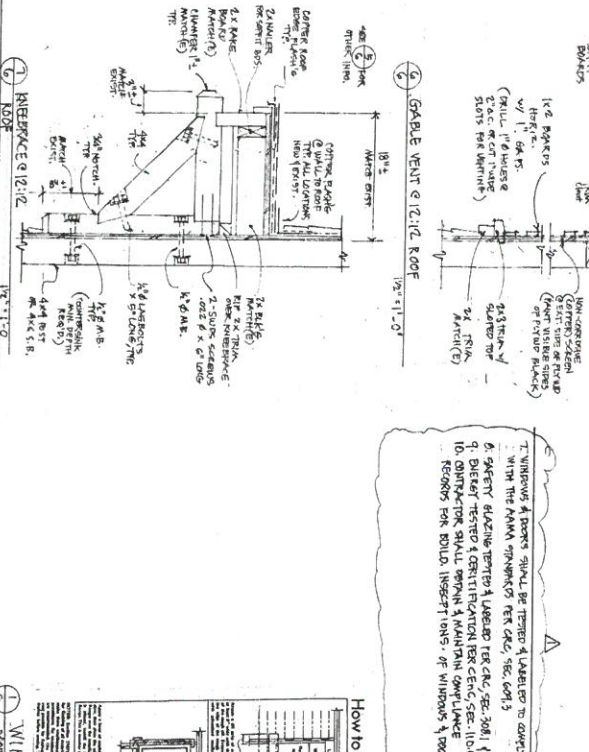


5 HANDRAIL, STAIR RAIL, GUARDRAIL
1/2" = 1'-0"



PROPOSED ADDITION
1039 SQ. FT. HEATED AREA
1/8" = 1'-0"

1039 SQ. FT. HEATED AREA
1/8" = 1'-0"



DOOR SCHEDULE & EXIT RESIDENCE				ENTRANCE ROOM ONLY FOR FINAL TREATMENT
No.	LOCATION	TYPE	DATE	REMARKS
A	LIVING	FRENCH	(7) 3068	
B	KITCHEN	INDIAN	3068	
C	DINING	FRENCH	(7) 3068	
D	REST. ROOM	FRENCH	(7) 3068	
E	BATH	BRITISH	(7) 3068	
F				
G				
H				
I				

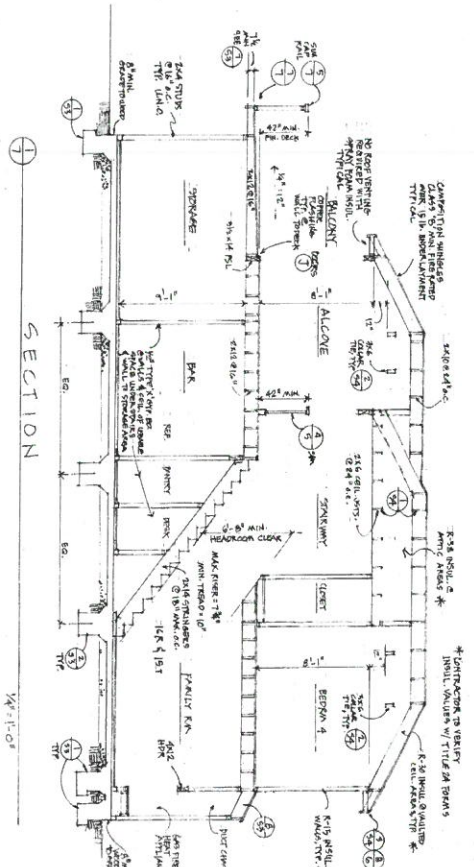
How to Flash Windows

The diagrams illustrate four different methods for flashing a window sill. Each diagram shows a cross-section of the window frame and the surrounding wall structure.

- Diagram 1:** Shows a window frame with a single layer of membrane applied to the sill. The membrane is labeled "Membrane" and "Flashing".
- Diagram 2:** Shows a window frame with a double layer of membrane applied to the sill. The membrane is labeled "Membrane" and "Flashing".
- Diagram 3:** Shows a window frame with a double layer of membrane applied to the sill. The membrane is labeled "Membrane" and "Flashing".
- Diagram 4:** Shows a window frame with a double layer of membrane applied to the sill. The membrane is labeled "Membrane" and "Flashing".



WINDOW SCHEDULE & ENST. RESIDENCE				
No.	LOCATION	TYPE	SIZE	REMARKS
1/A	LIVING	CASHT	16.50	
2/A	LIVING	FIXED	30.50	
3/A	LIVING	CASHT	16.50	
4/A	LIVING	FIXED	40.50	
5/A	LIVING	FIXED	40.50	
6/A	LIVING	FIXED	40.50	
7/A	SEMI	CASHT	21.10.50	
8/A	DINING	CASHT	7.10.40	


$$\frac{1}{4}A^0 = 1 - \theta^0$$

Official Rec. Off.	
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Benjamin Moore

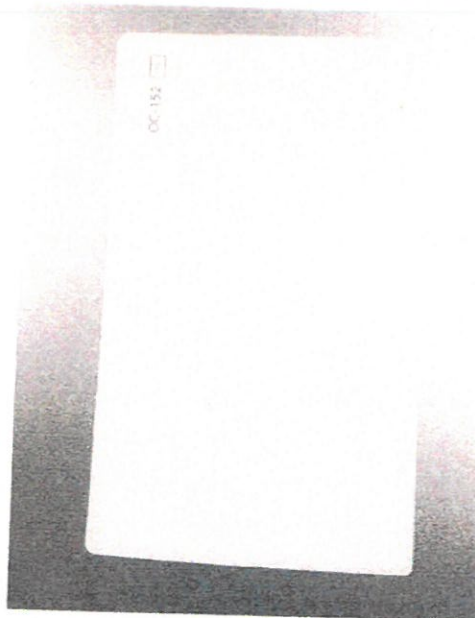
OC-152

Super White

Super Blanco

Super Blanc

benjaminmoore.com
benjaminmoore.ca





COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123
KATHLEEN MOLLOY PREVISICH, PLANNING DIRECTOR

Vacation Rental Permit RENEWAL Application

Carefully read the List of Required Information (LORI) on page 6 and ensure that ALL required information is included with this application. If you do not have ALL of the required information, your application will not be accepted.

Permit and Property Information

Current vacation Rental Permit Number: 151198

Assessor's Parcel Number (APN): 028-221-27
(APNS MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 115 18th Ave., Santa Cruz, CA 95062

Applicant Information (Complete only if different from Owner Information)

NAME: Justin Brown

MAILING ADDRESS: 115 18th Ave.

CITY/STATE Santa Cruz, CA ZIP 95062

PHONE NO. (831) 475-3121 cell no. (831) 212-5157

EMAIL: the browns 05@hotmail.com

Owner Information

NAME: Brown Bulb Ranch, Ltd.

MAILING ADDRESS: P.O. Box 67

CITY/STATE Capitola, CA ZIP 95010

PHONE NO. (831) 475-9525, (831) 475-0500

EMAIL: rrivers@sbcglobal.net

NOTE:

If the application submittal is made by anyone other than the owner, a signed Owner/Agent form (attached) or a property management agreement must be submitted with the application.

24-HOUR CONTACT

NOTE: *24-Hour Contact must reside within a 30 mile radius of the vacation rental*

NAME: Justin Brown

MAILING ADDRESS: 18 Moreno Dr.

CITY/STATE Santa Cruz , CA

ZIP 95060

PHONE NO. (831) 423-3130

CELL PHONE NO. (831) 212-5157

EMAIL: thebrowns05@hotmail.com

ELECTED/ PUBLIC OFFICIAL OR COUNTY EMPLOYEE INFO. PUBLICATION

If the contact person identified above is an elected or appointed official (including a public safety official) as defined by sections 6254.21 or 6254.24 of the California Government Code, this application must be signed below by the contact person, and constitutes written permission under Government Code section 6254.21 that the contact person's name and phone number may be placed on the County's internet website. If the contact person identified above is an employee of the County of Santa Cruz within the scope of section 468 of the County Procedures Manual, this application must be signed below by the contact person, it constitutes a waiver of the provisions of that section, and it constitutes written permission to place the contact person's name and phone number on the County's internet website.

X

Contact person signature, if applicable

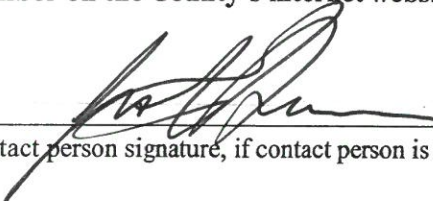
24-HOUR CONTACT

NOTE: 24-Hour Contact must reside within a 30 mile radius of the vacation rental

NAME: Justin Brown
MAILING ADDRESS: 115 18th Ave.
CITY/STATE Santa Cruz, CA ZIP 95062
PHONE NO. (831) 212-5157
EMAIL: the browns 05@hotmail.com

If the contact person identified above is an elected or appointed official (including a public safety official) as defined by sections 6254.21 or 6254.24 of the California Government Code, this application must be signed below by the contact person, and constitutes written permission under Government Code section 6254.21 that the contact person's name and phone number may be placed on the County's internet website. If the contact person identified above is an employee of the County of Santa Cruz within the scope of section 468 of the County Procedures Manual, this application must be signed below by the contact person, it constitutes a waiver of the provisions of that section, and it constitutes written permission to place the contact person's name and phone number on the County's internet website.

X


Contact person signature, if contact person is an elected or appointed official or a Santa Cruz County employee

VACATION RENTAL SAFETY CERTIFICATION

The following items require verification to assure the vacation rental unit is equipped and maintained to minimum safety standards to help provide for a safe vacation experience. Verification can be performed by owner (self certified), certified home inspector, County Building Inspector, or by the property manager/agent. All items must be checked with form signed and dated.

☒ **Smoke alarms** (listed and approved by the State Fire Marshall) installed in the following locations per the 2013 California Residential Code, Sec. R314.1.

- In each sleeping room.
- Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
- At least one alarm on each story, including basements and habitable attics.

☒ **Carbon Monoxide alarms** (listed by an approved agency such as UL) installed in the following locations per the 2013 California Residential Code, Sec. R315.1.

- Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
- At least one alarm on each story, including basements and habitable attics but not including crawl spaces or uninhabitable attics.

- ☐ Working **GFCI's** (ground fault circuit interrupters) required at all receptacles within 6 feet of all kitchen, bathroom, bar and laundry sinks per the 2013 California Electrical Code, Art. 210-8.
- ☒ All sleeping rooms shall be provided with at least one **emergency egress window** with a minimum net clear opening of 5 square feet, with a minimum opening height of 24 inches and minimum net clear opening width of 20 inches, with the bottom of the clear opening being not greater than 44" measured from the floor. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided such devices are releasable or removable from the inside without the use of a key, tool or special knowledge. Per the 2013 California Residential Code, Sec. R310.
- ☒ All stairs shall have at least one continuous **handrail** running the full length of the stairs per the 2013 California Residential Code, Sec. R311.7.8
- ☒ All walking surfaces measured vertically more than 30" above grade or other floor levels, including mezzanines, platforms, stairs, ramps and landings shall have **guard railing** a minimum of 42" in height with openings no greater than 4" per the 2013 California Residential Code, Sec. R312.1. Exception: Guards on the open sides of stairs shall have a height not less than 34" measured vertically from a line connecting the leading edges of the treads.
- ☒ **Pool/spa safety barrier** enclosures shall comply with Santa Cruz County Code, Sec. 12.10.216. Exception: Self-contained spas or hot tubs with listed/approved safety covers need not comply with barrier requirements.
- ☒ Rental equipped with at least one **fire extinguisher** (type 2A10BC) installed in a readily visible/accessible location near the kitchen.

I hereby certify that the safety standard conditions listed above are fully complied with and will be maintained in a useable and functioning condition. Form must be signed by one of the following four parties.

Owner of Rental Unit

Date

Certified Home Inspector

License #

Date

County Building Inspector

Date


Property Manager/Agent

Justin Brown

June 11, 2017
Date

For questions regarding these safety certification requirements please contact the Building Official at (831) 454-3195

PLANS

Please check the appropriate boxes below.

1. Have there been any additions or other work than has resulted in an increase in the number of bedrooms since the issuance of your current vacation rental permit that have not been authorized by an amendment to your current vacation rental permit?

☒ YES. If you check this box, you must submit revised floor plans that clearly show the previous floor plan, the current floor plan, and explain what work was done (see List of Required Information, page 7).

☐ NO. If you check this box, you do not need to submit floor plans with your renewal application.

2. Has there been any decrease in the size or number of parking spaces since the issuance of your current vacation rental permit that has not been authorized by an amendment to your current vacation rental permit?

☐ YES. If you check this box, you must submit a revised plot plan that clearly shows the previous parking, the current parking, and explain what has changed and the reason for the change (see List of Required Information, page 7).

☒ NO. If you check this box, you do not need to submit a plot plan with your renewal application.

If you checked no to both questions, you do not need to submit any plans with your renewal application.

APPLICANT'S SIGNATURE

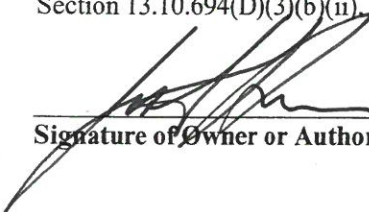
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of planning permits as determined by the Planning Director.

I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, and that proof of such is on file with the Zoning Section.

I further certify that there are no restrictions against vacation rentals associated with the subject property, including, but not limited to, Homeowner's Association regulations, and I understand that any vacation rental permit issued will be rendered void if there are restrictions against vacation rentals on the subject property.

I understand that the County of Santa Cruz has attempted to request everything necessary for an accurate and complete review of your proposal; however, after Planning staff has taken in the application and reviewed it further, it may be necessary to request additional information and clarification.

I understand that if this application will require a public hearing pursuant to County Code Section 13.10.694(D)(3), the application will be converted to an "at cost" application and I will be required to sign a contract and be billed for staff time associated with processing the application as provided in County Code Section 13.10.694(D)(3)(b)(ii).


Signature of Owner or Authorized Agent

June 11, 2017
Date







Vacation Lease

This Lease Agreement (this "Lease") is dated _____, by and between Justin C. Brown ("Landlord"), and _____ ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 4 bedroom 2.5 bath house (the "Premises") located at 115 18th Ave, Santa Cruz, California 95062.

TERM. The Tenant will have full control and use of the Premises beginning on _____ and will terminate at _____ on _____.

LEASE PAYMENTS. The total rental payment owed for this Lease is _____ payable in advance. A nonrefundable deposit of _____ shall be paid on or before _____ in order to reserve the Tenants reservation. Said deposit will be applied to the total rental payment. The balance of _____ is due and must be delivered to the Landlord on _____. Lease payments shall be made to Landlord at 115 18th Ave., Santa Cruz, California, 95062 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of _____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Security deposit will protect owner against damage or theft to the property and timely return of the door key. Deposit will be returned after Renter vacates property if the Property is not damaged, no theft has occurred, and key has been returned. Deposit may be applied by Landlord to satisfy damage repairs caused by Renter or to replace stolen items and such act shall not prevent Landlord from claiming damages in excess of the deposit. The Tenant is held financially responsible for damages to the Rental Property, whether made by themselves, their family, and another guest in their group or invitee.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

MINIMUM STAY. This property requires a 7 night minimum stay. Longer minimum stays may be required during holiday periods.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant will maintain the premises in good order and appearance including keeping the premises free of trash and garbage. Reasonable wear and tear are the only exceptions to damage to the premises. Tenant shall not engage in any illegal behavior or risk immediate eviction without refund.

OCCUPANTS. No more than 8 person(s) may occupy the Premises at any one time unless the prior written consent of the Landlord is obtained. All guests over the age of 2 are counted towards the maximum. The maximum number of people allowed for any celebrations or gatherings is 16 and only allowed between the hours of 8:00 AM and 10:00 PM. Any party falsely representing the number of people, or exceeding the maximum may be subject to immediate eviction without refund.

PETS. No pets shall be allowed on the Premises.

KEYS. Tenant will be given 2 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$100.00.

LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged \$25.00 to regain entry.

PARKING. The maximum number of cars allowed at the Property at any one time is 4. Parking exceeding this limit may result in immediate eviction and forfeiture of all amounts paid.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property. It is recommended that travel or vacation insurance is obtained by the Tenant.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

LATE PAYMENTS. For any payment that is not paid within _____ days after its due date, Tenant shall pay a late fee of _____

NON-DISTURBANCE CLAUSE. Tenant and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes. Quiet hours are between 10:00 PM and 8:00 AM.

CANCELLATIONS. (a) If the Property becomes unavailable to the Tenant prior to occupancy, for any reason, Landlord agrees to refund the full amount paid to the date of cancellation, and Tenant agrees to release any claims against Landlord. (b) If, for any reason, the Tenant cancels this Agreement more than 15 days from the Arrival Date, Tenant will receive a refund of amounts paid, less a _____ cancellation fee. For Tenant cancellations made 14 days or less, all monies are forfeited unless Landlord is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Landlord will refund amounts paid, less a Cancellation Fee of _____. (c) There are no cancellations permitted within 7 days of Tenant Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

SMOKING. Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee charges to Tenant as Excess Damage Cost and will be charged against the credit card on file or Tenant's security deposit at Landlord's election.

COOKING. Tenant may cook only in the specific areas set aside by Landlord for cooking. No open fires are allowed other than in the grill, outdoor fireplace, or in the stone hearth. The grill must remain in open area, away from trees, house, etc. All fires must be thoroughly extinguished before leaving unattended.

CLEANING. The property will be inspected and cleaned after departure. The rental fee includes laundry service for the towels and linens. Tenant is required to leave the property in the same general condition that it was received in by making sure that the dishes are washed and put away, and the house is generally picked up and ready to be vacuumed, dusted and laundered.

TRASH MANAGEMENT. All trash and recyclables must be put in trash and recycle containers prior to departure. Trash pickup is on Monday mornings so trash and recycle containers need to be put out on the street Sunday evening.

HOT TUB. Tenant acknowledges, and is fully aware that the hot tub can be dangerous and slippery. Injury can be caused by careless acts. The undersigned Tenant and their visitors accepts and assumes all risks involved in or related to the use of the hot tub.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises while under the possession and of Tenant. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

CASUALTY OR DESTRUCTION. (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Tenant, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Tenant. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between

Tenant and Landlord based on the following: No refund is due (or will be made) for inclement weather.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Justin C Brown
115 18th Ave.
Santa Cruz, California 95062

TENANT:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of California.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

ARBITRATION. Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

CAUSE FOR EVICTION. The Tenant and all parties with the Tenant will be subject to immediate eviction from the Property if the Tenant or parties of the Tenant violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Property, the Tenant shall forfeit all amounts paid and there will be no refund of money.

ATTORNEY'S FEES AND COSTS. If Landlord employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Tenant, or because Tenant takes any action to recover deposits not due, Tenant shall be liable to Landlord for reasonable attorney's fees and costs incurred by Landlord.

ACKNOWLEDGMENT. The Parties hereby understand and accept the terms and conditions on all pages of this Agreement.

LANDLORD:

Justin C Brown

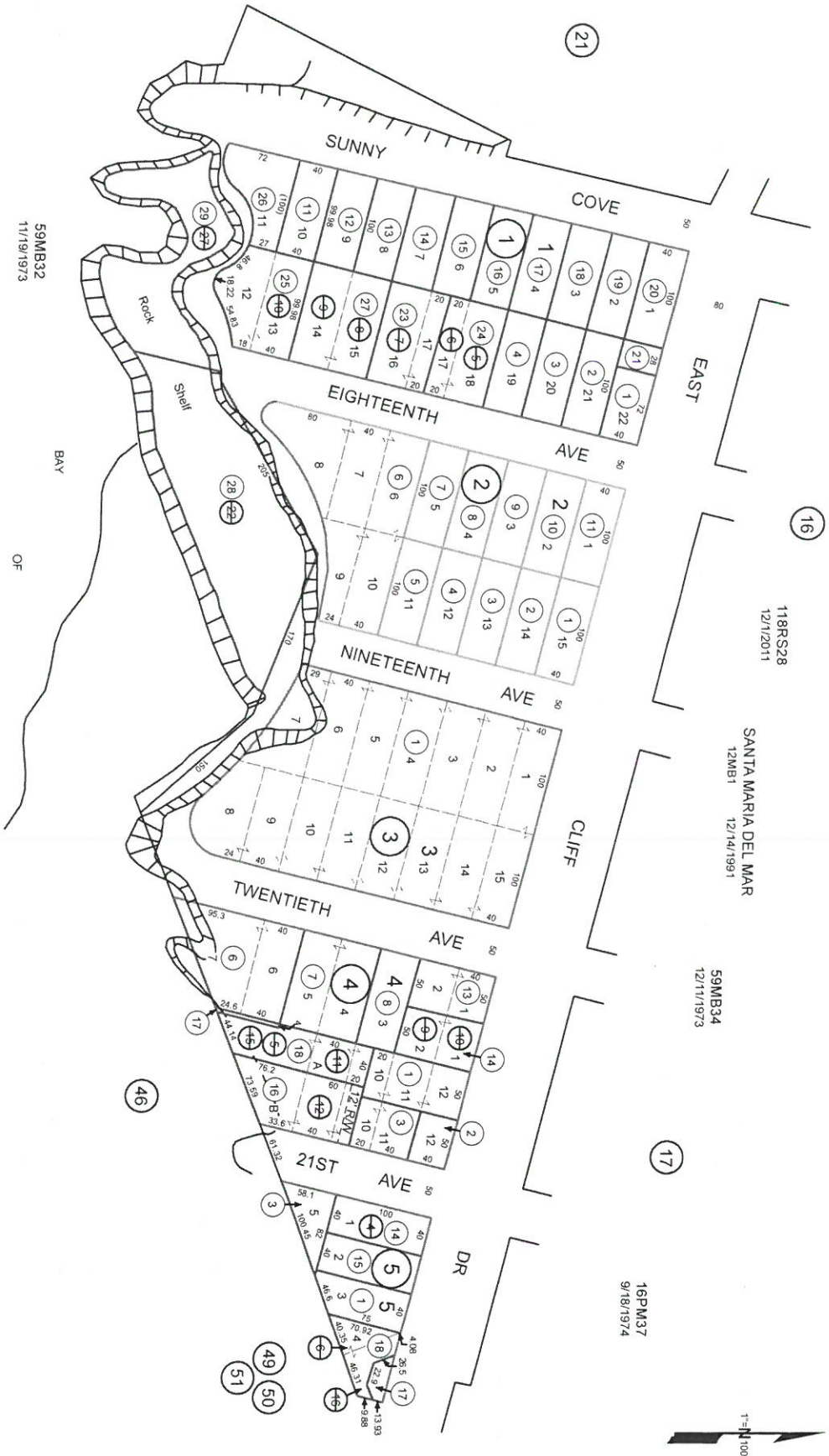
TENANT:

FOR TAX PURPOSES ONLY
 THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY
 LIABILITY FOR OTHERS' ACTIONS. THIS MAP IS PROVIDED AS IS. ALL RIGHTS RESERVED.
 © COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1998

POR. OF N.E. 1/4 SEC. 20.
 T.11S., R.1W., M.D.B. & M.

Tax Area Code
 82-040

28-22



Electronically Redrawn 8/27/98 rw
 Rev. 8/27/98 (Por. to pg. 46) rw
 Rev. 8/9/12 mc (118RS28)

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

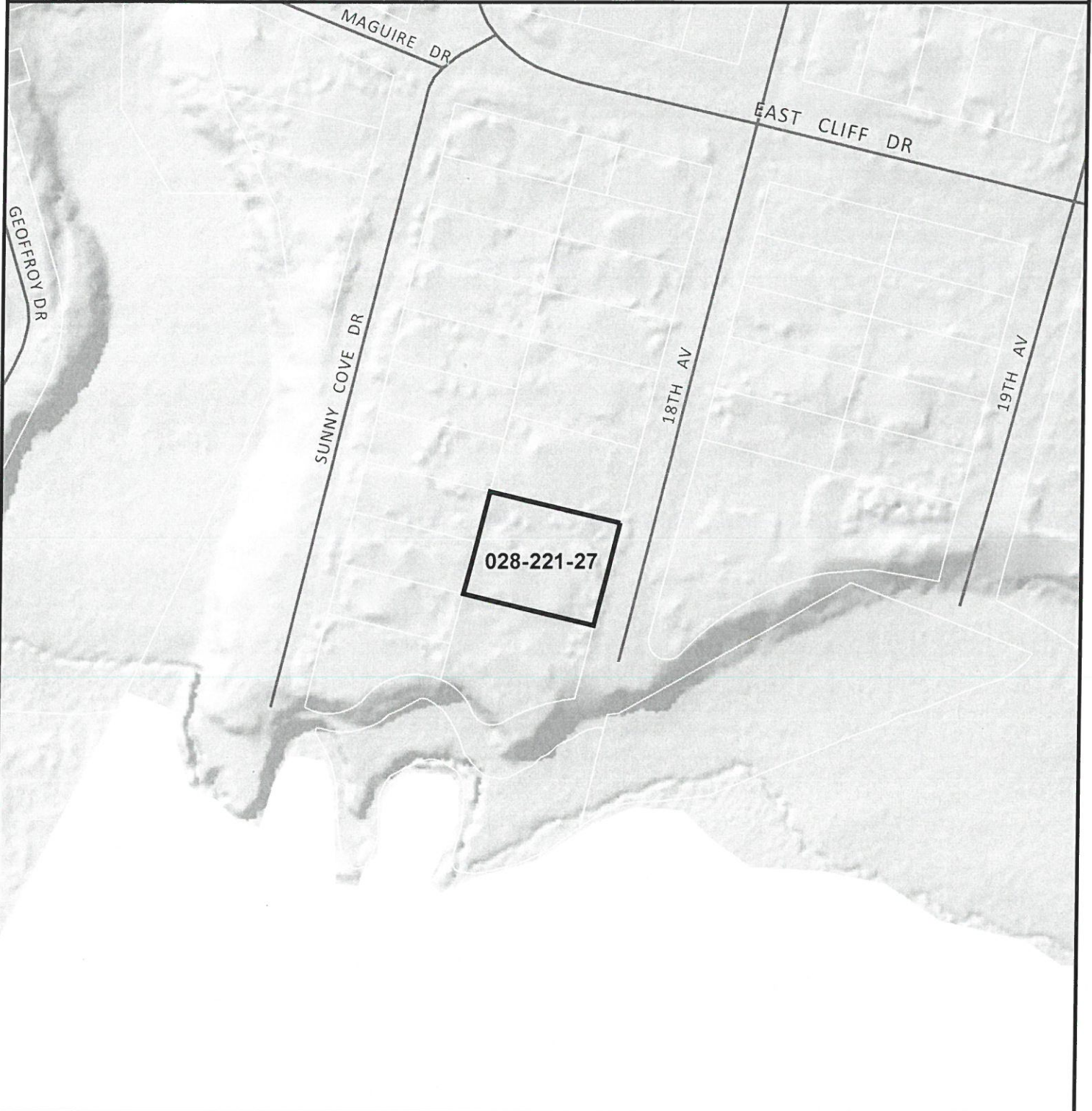
Assessor's Map No. 28-22
 County of Santa Cruz, Calif.
 Aug. 1998



Parcel Location Map

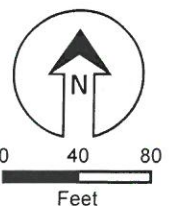
Santa Cruz County Planning Department

Parcel Number
028-221-27
Oct. 16, 2017



Symbol Key

— Street

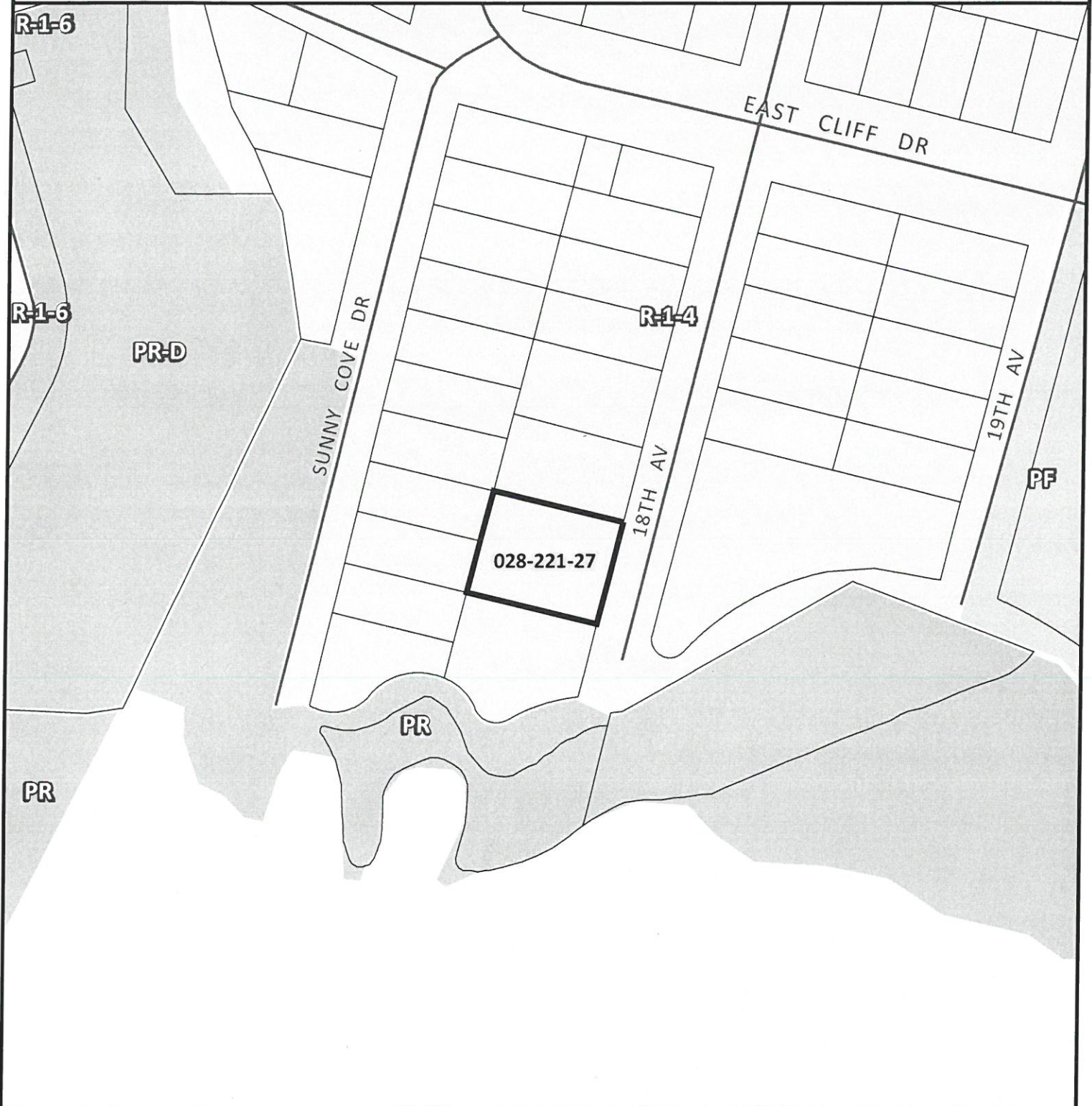




Parcel Zoning Map

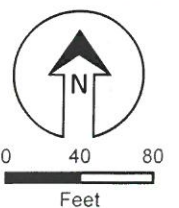
Santa Cruz County Planning Department

Parcel Number
028-221-27
Oct. 16, 2017



Zoning

- (PF) Public & Community Facilities
- (PR) Parks, Recreation, and Open Space
- (R-1) Single-Family Residential





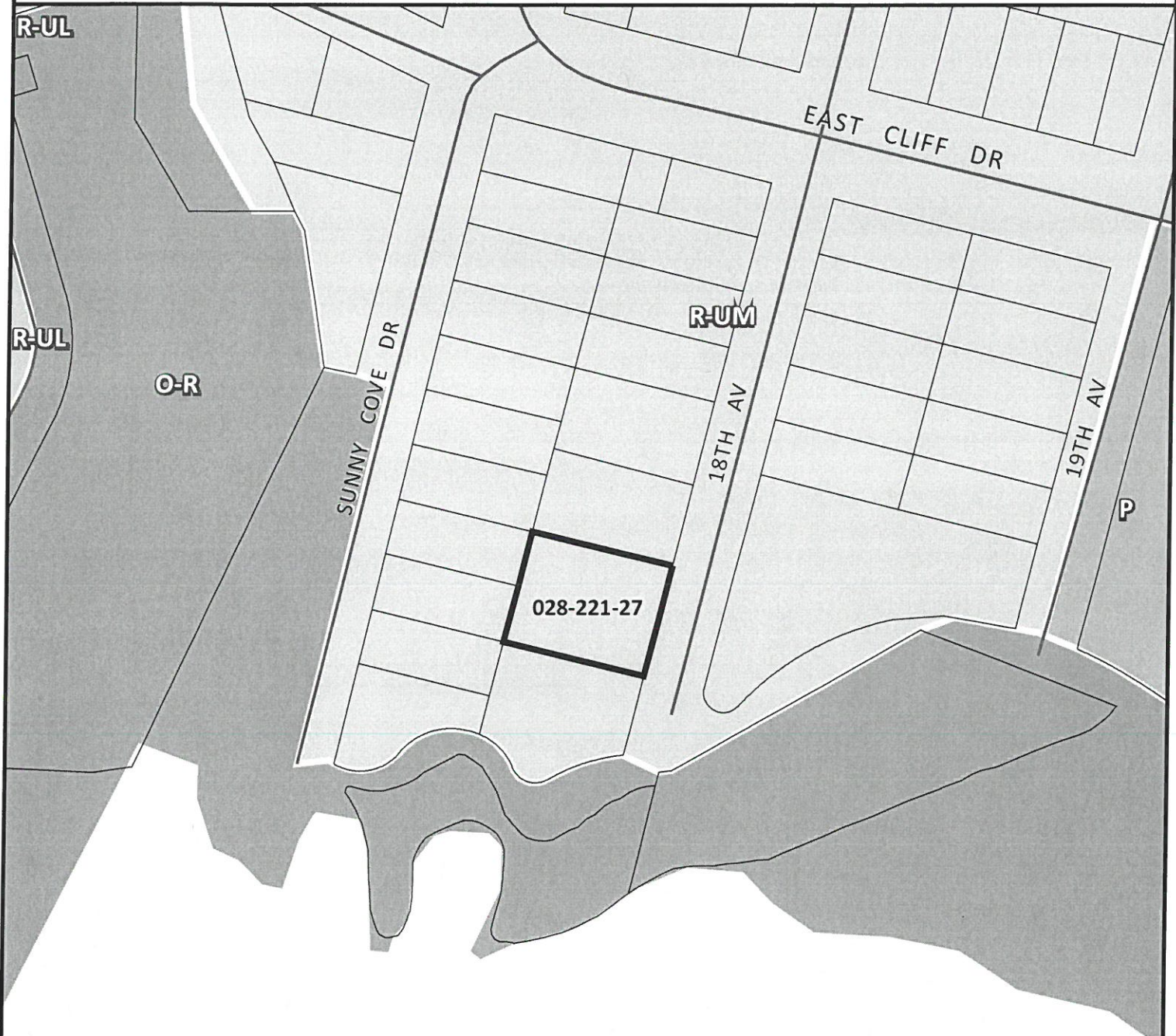
Parcel General Plan Map

Santa Cruz County Planning Department

Parcel Number

028-221-27

Oct. 16, 2017



General Plan

- O-R - Parks and Recreation
- P - Public Facilities
- R-UL - Residential - Urban Low Density
- R-UM - Residential - Urban Medium Density

