



Staff Report to the Zoning Administrator

Application Number: **28361**

Applicant: Liz Pickart for Beachnest Vacation Rentals
Owner: David Taxin
APN: 043-102-12
Site Address: 431 Seaview Drive, Aptos

Agenda Date: April 17, 2020
Agenda Item #: 1
Time: After 9:00 a.m.

Project Description: Proposal to establish a new four-bedroom vacation rental. Requires a Level 5 Vacation Rental Permit.

Location: Property located at the intersection of Seaview Drive and Kenneth Drive (431 Seaview Drive, Aptos).

Permits Required: Vacation Rental Permit

Supervisory District: Second District (District Supervisor: Zach Friend)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 28361, based on the attached findings and conditions.

Project Description & Setting

The project site is located at 431 Seaview Drive, at the intersection with Kenneth Drive. The neighborhood is comprised of one to three-story single-family residences consisting of a mix of architectural styles.

The subject property is developed with an existing two-story single-family residence, originally constructed in 1964, containing four bedrooms and two bathrooms. A third bathroom was added in 2001 per Building Permit No. 00129197. This is a proposal to operate a vacation rental in the existing four-bedroom dwelling. As indicated in SCCC 13.10.694(D)(2), a public hearing is required for vacation rentals consisting of four or more bedrooms.

Vacation rentals within residential structures are permitted within the R-1-6 (Single-Family Residential - 6,000 square feet minimum) zone district, and the operation of the vacation rental would be required to comply with all requirements of the vacation rental ordinance.

The property is located in the Sea Cliff / Aptos Designated Area (SADA) and no new vacation rentals shall be approved if parcels with permitted vacation rentals or permitted hosted rentals on the same block total 20 percent or more of the total parcels on that block. The proposed vacation rental is the first on the block and is therefore compliant with the locational requirements in the SADA.

Liz Pickart for Beachnest Vacation Rentals has been designated as the 24-hour contact for the proposed vacation rental. The Beachnest Vacation Rentals office is located in Santa Cruz, within the required 30-minute response radius from the proposed rental property.

The provided parking will meet the requirements of SCCC 13.10.694(D)(2). Pursuant to this Code Section, parking for vacation rentals is limited to the number of on-site parking spaces, plus two additional on-street spaces. Five parking spaces will be provided on-site, and two parking spaces would be provided in the vicinity of the subject property along Seaview Drive (but will not have the rental will not include any exclusive or assigned use of on-street parking).

Pursuant to SCCC 13.10.694(D), the vacation rental permits in the SADA expire the same month and day five years subsequent to the date of issuance of the original Vacation Rental Permit.

Pursuant to SCCC 13.10.694(D), within the SADA, when a property transfer triggers reassessment pursuant to the California Revenue and Taxation Code Section 60 et seq., as determined by the Assessor, the vacation rental permit associated with the property shall expire and shall become nonrenewable at the time of property transfer.

Zoning & General Plan Consistency

The subject property is a 5,706 square foot lot, located in the R-1-6 (Single-Family Residential - 6,000 square feet minimum) zone district, a designation which allows vacation rental uses. The proposed four-bedroom vacation rental is a conditionally permitted use within the zone district and the zoning is consistent with the site's R-UL (Urban Low Density Residential) General Plan designation.

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 28361, 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.sccoplanning.com

Report Prepared By: Jonathan DiSalvo
Santa Cruz County Planning Department
701 Ocean Street, 4th Floor
Santa Cruz CA 95060
Phone Number: (831) 454-3157
E-mail: jonathan.disalvo@santacruzcounty.us

Exhibits

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. Project plans
- E. Vacation Rental Application & Agreement
- F. Transient Occupancy Tax Registration Form
- G. Assessor's, Location, Zoning and General Plan Maps
- H. Parcel information

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: 28361

Assessor Parcel Number: 043-102-12

Project Location: 431 Seaview Drive, Aptos

Project Description: Proposal to establish a new four bedroom vacation rental.

Person or Agency Proposing Project: Liz Pickart for Beachnest Vacation Rentals

Contact Phone Number: 831-722-0888

- 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 1 - Existing Facilities (Section 15301)

F. Reasons why the project is exempt:

Class 1 - Existing Facilities: Operation of a vacation rental within an existing single-family dwelling in an area for residential uses.

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

Jonathan DiSalvo, Project Planner

Date: _____

EXHIBIT A

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 proposed vacation rental will be located in an existing four-bedroom residential structure consistent with County Code Section 13.10. 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. The property owner has provided the required "Vacation Rental Safety Certification" to verify compliance with these standards. In addition, the vacation rental standards address noise, occupancy, and parking to ensure that there are no detrimental effects of the vacation rental to properties in the vicinity.

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 vacation rental and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the R-1-6 (Single-Family Residential - 6,000 square feet minimum) zone district which allows for vacation rentals within residential structures, meeting all 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 vacation rental use is consistent with the use requirements specified for the R-UL (Urban Low Density Residential) land use designation in the County General Plan as it is a permitted use within the R-1-6 zone district, an implementing zone district of the Urban Low Residential land use designation. Additionally, the vacation rental would be conditioned to operate in compliance with the vacation rental ordinance, which implements the standards contained in the Noise Element of the General Plan.

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 vacation rental is to be located within an existing single-family residential structure. The expected level of traffic generated by the proposed vacation rental is commensurate to any other residential use of the dwelling. The short-term rental occupancy of a residence does not change the type of use within the dwelling and, further, guest celebrations that result in temporary increased traffic can occur with both a non-vacation rental residential use and a vacation rental use.

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 vacation rental is proposed to be located within an existing residential dwelling located within a residential neighborhood, consistent with the land use intensity and density of residential neighborhoods.

Conditions of Approval

Exhibit D: Project plans, prepared by Butler's Construction, dated September 2000.

- I. This permit authorizes the operation of a 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.
- II. Operational Conditions
 - 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 E).
 - B. The maximum, overnight occupancy of the vacation rental shall not exceed ten people (two per bedroom, plus two additional people, children under eight not counted).
 - C. The maximum number of vehicles associated with the overnight occupants shall not exceed seven (number of on-site parking spaces, plus two additional on-street parking spaces).
 - 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). 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.
 - 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. Fireworks are illegal in Santa Cruz County and prohibited at the vacation rental.
 - 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

EXHIBIT C

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. Permits for vacation rentals located in the Seacliff Aptos Designated Area (SADA) shall expire five years from the date of approval. 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. Vacation rental permits in the SADA are non-transferable and become void when a property transfer triggers reassessment.
- M. 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.

III. Indemnification

The applicant/owner shall indemnify, defend with counsel approved by the COUNTY, and hold harmless the COUNTY, its officers, employees, and agents from and against any claim (including reasonable attorney's fees, expert fees, and all other costs and fees of litigation), against the COUNTY, its officers, employees, and agents arising out of or in connection to this development approval or any subsequent amendment of this development approval which is requested by the applicant/owner, regardless of the COUNTY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the COUNTY. Should the COUNTY in its sole discretion find the applicant's/owner's legal counsel unacceptable, then the applicant/owner shall reimburse the COUNTY its costs of defense, including

without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The applicant/owner shall promptly pay any final judgment rendered against the COUNTY (and its officers, employees, and agents) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this development approval.

- A. The COUNTY shall promptly notify the applicant/owner of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. The COUNTY shall cooperate fully in such defense.
- 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 applicant/owner shall not be required to pay or perform any settlement unless such applicant/owner has approved the settlement. When representing the COUNTY, the applicant/owner 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. The "applicant/owner" shall include the applicant and/or the owner and the successor(s) in interest, transferee(s), and assign(s) of the applicant and/or the owner.

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.

Please note: This permit expires five years from the approval date listed below unless an application to renew this approval is submitted prior to the expiration date.

Approval Date: _____

Effective Date: _____

Expiration Date: _____

Jocelyn Drake
Deputy Zoning Administrator

EXHIBIT C

Application #: 28361
APN: 043-102-12
Owner: David Taxin

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.

Beachnest Vacation Rentals
189 7th Ave. Suite 203
Santa Cruz, CA 95062



PRN: 04310212

Beachnest Vacation Rentals
180 7th Ave. Suite 203
Santa Cruz, CA 95062

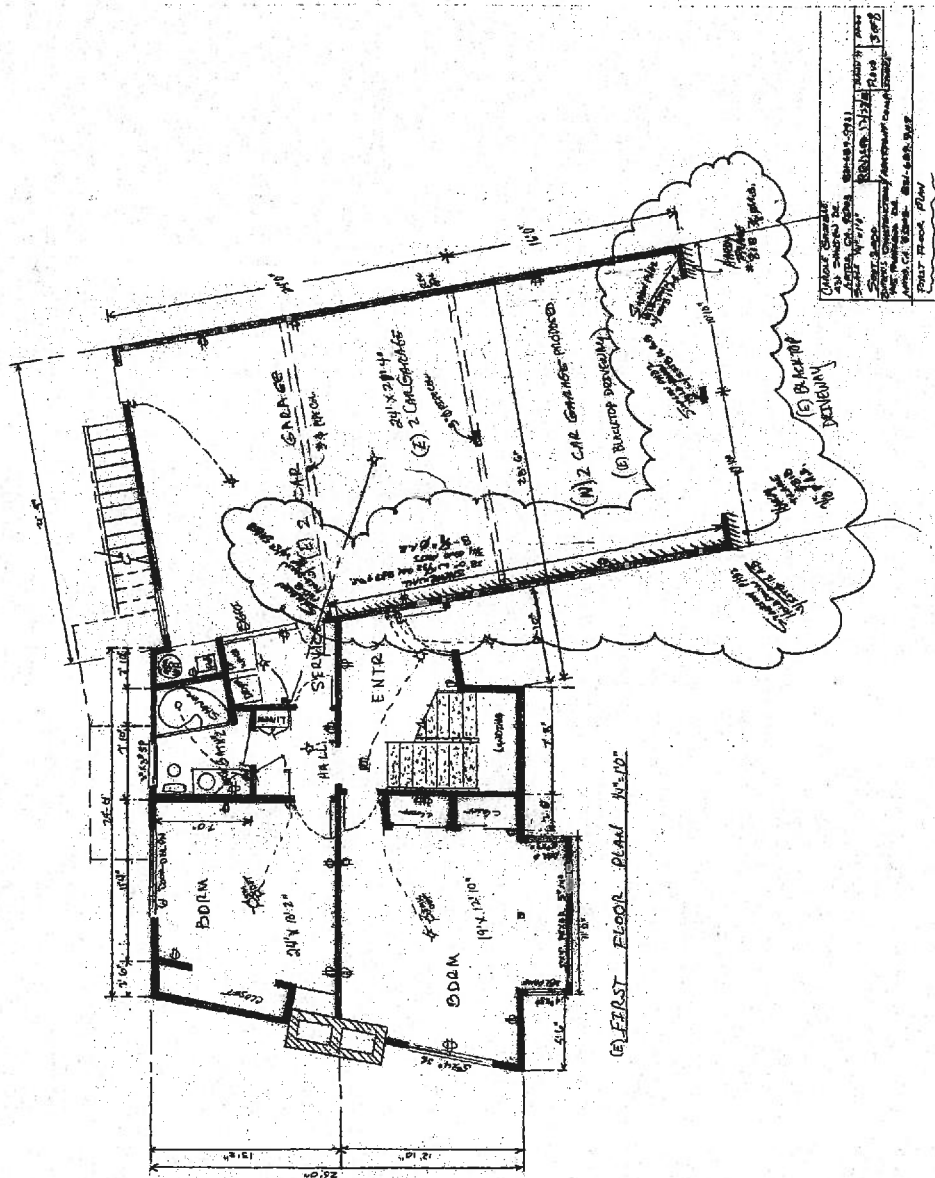


EXHIBIT D

APN: 04310212

Beachnest Vacation Rentals
180 7th Ave. Suite 203
Santa Cruz, CA 95062

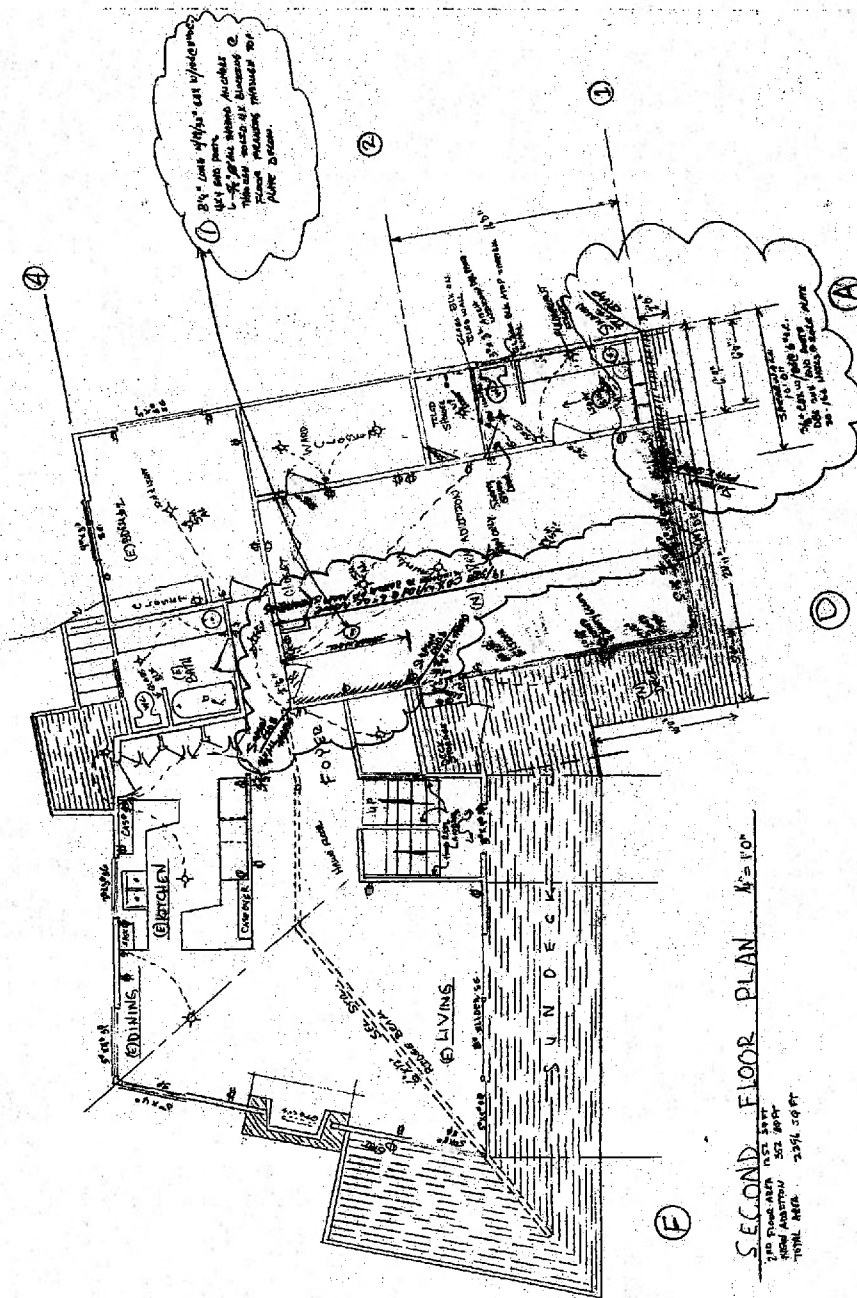


EXHIBIT D



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131

Vacation Rental Permit Application

Carefully read the List of Required Information (LORI) 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 (if applicable): _____

Assessor's Parcel Number (APN): 04310212
(APNs MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 431 Seaview

Applicant Information (Complete only if different from Owner Information)

NAME: Liz Pickart / Beachview Vacation Rentals

MAILING ADDRESS: 180 7th Ave #103

CITY/STATE Santa Cruz, CA ZIP 95062

PHONE NO. (831) 722-0888 CELL PHONE NO. (831) 421-1929

EMAIL: lizpickart@beachviewrentals.com

Owner Information

NAME: David Tatin

MAILING ADDRESS: 16155 Hillvale Ave

CITY/STATE Marina, CA ZIP 95030

PHONE NO. (408) 354-3058 CELL PHONE NO. (408) 966-5919

EMAIL: dtatin@cominc.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.

100 S Publiche
\$2000 deposit + \$64.50 every 5

EXHIBIT E

24-HOUR CONTACT

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

NAME: 112 Pickart / Beachnest Vacation Rentals

MAILING ADDRESS: 180 7th Ave #103

CITY/STATE Santa Cruz, CA ZIP 95062

PHONE NO. (831) 722-0888 CELL PHONE NO. (831) 421-1929

EMAIL: 112pickart@beachnest.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

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.

- ☒ **Smoke alarms** (listed and approved by the State Fire Marshall) installed in the following locations per the 2016 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 2016 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 2016 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 2016 California Residential Code, Sec. R310.
- ☒ **All stairs** shall have at least one continuous **handrail** running the full length of the stairs per the 2016 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 2016 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/ hot tubs with approved safety covers need not comply with barrier reqs.
- ☒ **Rental equipped with at least one fire extinguisher** (type 2A10BC) installed in a readily visible/accessible location near the kitchen.

n/a

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

[Signature]

Property Manager/Agent

1-7-2020

Date

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

PLANS REQUIRED FOR RENEWALS

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

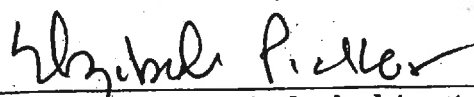
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation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

1-7-2020
Date

EXHIBIT E

OWNER-AGENT APPROVAL FORM

For persons other than the owner who wish to obtain a building, development, and/or other permit, the approval of the owner is required.

This is the County's authorization to issue a permit to the agent listed below:

Agent: Name: Liz Pillart / Beachnest Vacation Rentals
Address: 180 7th Ave #103
City, State, Zip Code: Santa Cruz, CA 95062
Telephone: (831) 722-0888 Cell #: (831) 421-1929
Email: lizpillart@beachnest.com

Owner: Name: David Taxin
Address: 16155 Hillvale Ave
City, State, Zip Code: Monte Sereno, CA 95030
Telephone: (831) 354-3058 Cell #: (831) 966-5919
Email: dtaxin@moins.net

1-7-2020
Date

D. Taxin
Signature of Owner

04310212
Assessor's Parcel Number(s)

431 Seaview
Project Location

Note: One Owner-Agent form will be required for each permit required. In the case where there is more than one owner of a parcel, the owner signing this form represents that he/ she has the consent from all other owners of the parcel. By signing this form, the owner is authorizing the agent to legally bind the owner to responsibility for payment of the County's cost for all actions related to noncompliance with permit conditions. The agent will be required to provide proof of service, by mail, to the owner of a copy of the executed acceptance of permit conditions.

431 SEAVIEW VACATION RENTAL

AGREEMENT AND INFORMATION SHEET

(Please sign and return one copy with payment. Please keep the other copy with you during your stay.)

This Vacation Rental Agreement ("Agreement") is made by and between _____ ("Occupant") and JLP Enterprises, Inc. dba: Beachnest Vacation Rentals ("Beachnest"), the duly authorized agent of the owner of the below described premises ("Owner").

OCCUPANT AGREES AS FOLLOWS:

1. **Premises:** Occupant rents, for vacation purposes only, the furnished real property and improvements located at 431 Seaview Drive situated in APTOS County of SANTA CRUZ, California 95003 ("Premises").
2. **Arrival and Departure:** Occupant will arrive on _____ (date) at **3:00 P.M.** ("Arrival Date"), and will depart _____ (date) at **11:00 A.M.** ("Departure Date").
3. **Authorized Uses and Guests:** The Premises are for the sole use as a personal vacation residence by not more than _____ adults and _____ children. Only the following individuals shall reside at the Premises:
4. **Payments:**

I HAVE READ AND AGREE TO THE LEASE AND ABOVE PROVISIONS AND AM AT LEAST 25 YEARS OF AGE AND WISH TO MAKE A RESERVATION.

Occupant agrees to pay the agreed upon rent, TOT, fees and terms of this reservation. 50% of the total rental payment is due upon booking, with the balance due 60 days prior to arrival. For rentals booked within 60 days of arrival, the total rent is due upon booking.

5. General Information:

a. Address: 431 Seaview Drive,
Aptos, CA 95003

b. Property Manager's Contact Information:
Beachnest Vacation Rentals, Beach Plaza 180 7th
Avenue #103 Santa Cruz, CA 95062 (831) 722-
0888 office (831) 688-4976 fax
(831) 421-1929 after hours number

c. Capacity The Premises is a two story, single family home, vacation rental that sleeps 8 individuals, as follows: -- Master Bedroom: King bed upstairs --Bedroom #2: Queen bed downstairs --Bedroom #3: Queen bed downstairs --Common Space: Two twin single beds, trundle style

There shall be no more than 8 guests permitted to stay overnight at the Premises, and not more than 16 guests permitted at the Premises during the day. **QUIET TIME is from 10:00pm to 8:00am and will be strictly enforced (County Code Section 8.30.010).** 431 Seaview is intended for quiet family enjoyment and special events or parties may not be held without prior written approval from Owner, or Beachnest. Additional charges may apply.

EXHIBIT E

Only the Occupant and Authorized Guests are permitted to occupy the Premises. Occupant hereby agrees that if unauthorized usage occurs, Occupant shall pay \$500 per day in addition to the existing rent retroactive from the first day of tenancy forward throughout the term of tenancy. Because damages resulting from any breach of the occupancy limit would be impracticable and extremely difficult to fix in an actual amount, the liquidated amount of damage described above is presumed to be sustained from any such breach. That sum is agreed on as compensation for the injury suffered by Owner and Beachnest and not as a penalty.

d. Smoking Smoking is not allowed in, about, or anywhere on the Premises. If smoking does occur on the Premises, Occupant is responsible for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris.

e. No Pets Pets are not allowed on the Premises except by prior written consent of Beachnest. If an unauthorized pet is on the Premises the Occupant is responsible for all damage caused by the pet.

f. Entrance Beachnest will provide Occupant access to the Premises.

g. Parking There are two off-street parking spots that come with a reservation in this Agreement.

h. Garage There is a garage onsite for parking a vehicle, or tenant storage.

i. Heating and Cooling The central heating for the house is controlled using the wall-thermostat in the hallway, near the kitchen. There is also a fireplace to provide additional heat. Please turn all thermostats to "off" when not using the heaters in the Premises.

Like most homes in this area, the Premises relies on sea breeze to cool the Premises. There is no air conditioning provided.

j. TV/Cable/DVD For cable TV, use the Comcast remote and press "all on." If there's no picture, make sure the cable box is on. The TV itself must be set to channel 3. Volume can be controlled by the Comcast remote or the black TV remote.

k. Trash, Compost and Recycling Please place all bins at the curb on Wednesday night for Thursday morning pickup. **Garbage and recycling must be concealed in closed containers and not allowed to accumulate (County Code Section 7.20.005).** Garbage and recycling that is not picked up by weekly pick-up service, due to containers not being brought to the curb, may be responsibility of the Occupant and deductions from the security deposit may be incurred. Occupant is responsible for hauling away any garbage or recycling that is not concealed in containers.

Shoes and Sand When returning from the beach, please wash sand from feet with the hose, located on the side of the house (near the front door). Occupant and Authorized Guests are asked to leave their shoes in the entry.

n. Supplies The Premises is set up as a furnished vacation rental property. That includes bedspreads, linens, blankets, pillows, bath towels, beach towels, equipped kitchen, TV with cable, wifi, dvd player, and hair dryers. There are also outdoor furnishings and a gas barbeque on site. If there are items one is accustomed to using, such special cooking utensils/etc. please bring them along.

Beachnest cannot guarantee provision of soap, shampoo, or other personal items. A starter supply of toilet paper, tissue, and paper towels will be provided, but there is no guarantee that a large enough supply will last throughout a given stay. Additional supplies can be purchased at one of the many markets nearby.

o. Telephones. There is no house phone on site for incoming and outgoing calls. Please rely on personal cellular phones to make and receive calls.

q. Prohibition of Illegal Activities. If Occupant or Authorized Guests are found at any time breaking the law through illegal activities taking place at the Premises, they will be asked to vacate immediately and all monies paid will be forfeited.

r. Alterations. Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.

s. No Fires or Fireworks. If Occupant or Authorized Guests are found at any time breaking the law through illegal activities taking place at the Premises, they will be asked to vacate the premises immediately and all monies paid will be forfeited.

6. Late Checkout Fees: A \$100/hour fee will be charged for each hour (or portion thereof) past the required check-out time.

7. Accidental Damage and Protection Fee: Occupant agrees to pay Management Company an "Accidental Damage Protection Fee" which is non refundable fee that covers up to \$500.00 in accidental damage to the Premises during our stay. Any damage above and beyond this amount will be deducted from the security/damage deposit on file. Occupant agrees to

notify us promptly after any damage incurs. Prompt notification helps prevent damage from worsening and enables us to attend to repairs before the next guest arrives.

8. Trust and Safely Fee: I give permission to SafelyStay, Inc., to verify my identity, and check criminal databases in order to confirm my reservation. Complete terms regarding Safely's guest verification can be found at www.safelystay.com/terms-of-use. Please contact Safely at Concierge@Safely.ai, or go to www.Safely.ai, if you have any questions. The SafelyStay, Inc. Trust and Safety Fee includes up to \$10,000 of coverage for contents damage and up to \$100,000 coverage for property damage and bodily injury. Complete terms regarding the Trust and Safety coverage can be found at www.safelystay.com/beachnest. The Trust and Safety Fee is refundable only if the reservation is canceled in writing at least twenty-four (24) hours prior to arrival date. Any deductible or minimum claim amount will be the responsibility of the Guest, and SafelyStay will process using the form of payment on file for Guest.

9. Security Deposit: A \$1,000 security deposit is required. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Authorized Guests; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within twenty one (21) days after Occupant vacates the Premises, Occupant will be given an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition. Also within the above described twenty one (21) days, Occupant will be returned any remaining portion of the security deposit. Interest will be paid on the security deposit as may be required by local ordinance.

10. Condition of Premises: Occupant shall, on arrival, examine the Premises, all furniture, furnishing, appliances, fixtures and landscaping, if any, and shall immediately report to Beachnest, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.

EXHIBIT E

11. Cancellation:

a. Should Occupant wish to cancel a reservation under this Agreement, notice of cancellation must be in writing (email or fax is acceptable) and received within sixty (60) days prior to the Arrival Date. Written cancellation **received** at Beachnest Vacation Rentals office 60 days or more before Arrival Date: Beachnest Vacation Rentals will refund all monies paid less the \$50.00 booking fee and a \$75.00 Cancellation Fee.

b. If Occupant's written notice of cancellation is received (59) days prior to the Arrival Date, the rent and tax will be held by Beachnest on behalf of the property owner. Any amounts that we are able to recover as a result of re-renting the property during the contractual rental period will be refunded to you, along with your cleaning fee except for the \$50.00 booking fee and a \$75.00 Cancellation Fee.

We encourage all guests to purchase travel insurance in the event of an unforeseen cancellation. Please visit: www.insuremytrip.com or phone 1-800-487-4722 for details.

c. Beachnest or Owner reserves the right to cancel reservations at any time. If a cancellation by Owner or Beachnest occurs, Occupant will be notified immediately and all payments will be refunded in full. Beachnest will also make all reasonable attempts to find Occupant alternate accommodations. Beachnest nor Owner will not be liable for any of Occupant's damages, other than return of all payments made by Occupant, arising out of such cancellation.

12. Entry by Owner or Agents: Owners and/or their agents, may enter the Premises for a variety of reasons, including but not limited to maintenance, checking of supplies, retrieval of personal belongings, cleaning, landscaping, furnishing, to verify that Occupant has complied with the terms of this Agreement, or other reasons. Other than entry for emergencies, Occupant will be provided with 24-hour written notice as well as contact by cell phone and/or email.

13. Vacate & Forfeiting Rules: Occupant will be in breach of contract and consequently required to vacate the Premises immediately, forfeiting all rental payments if any of the following occur: (a) occupancy exceeds the sleeping capacity stated on this Agreement or any addendums thereto; (b) using the Premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age; (c) causing damage to the Premise or to any neighboring properties; (d) having pets on or in the Premises without previous written consent and knowledge of the Owner or Beachnest; (e) any other acts which interfere with neighbors' right to quiet enjoyment of their property including any loud noises from 10 pm to 8 am. Any breach of the foregoing conditions shall be considered a material breach of this Agreement.

14. No Assignment or Subletting: Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If Occupant assigns this Agreement or sublets any part of the Premises, Occupant shall be deemed in breach of this Agreement and Occupant, Authorized Guests, assignee(s), sublessee(s) and all others in possession may be required to immediately leave the Premises, or be removed from it.

15. Liability of Person and Property:

a. **Indemnification.** Occupant agrees to indemnify defend and hold harmless Owner and Beachnest from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage, or injury arising out of or relating to the Premises or the occupancy under this Agreement.

b. **Personal Property.** Occupant's or Authorized Guests' personal property, including vehicles, are not insured by Owner or, if applicable, any HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.

c. **Inconvenience.** Owners or Beachnest are not liable for any inconvenience arising from any temporary defects or stoppage in supply of water, gas or electricity, or cable TV or internet. Nor are they liable for any loss

EXHIBIT E

or damage caused by use of Premise's equipment or appliances, street construction, neighborhood conditions, adverse weather conditions, natural disasters, or acts of God.

16. Joint and Individual Obligations: If there is more than one Occupant, each once shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant. Occupant also agrees that they are responsible and liable for the acts of Authorized Guests or any other parties on the Premises.

17. Entire Contract: Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

18. Attorney's Fees: In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

19. Closing Instructions: The Premises will be inspected and cleaned before the Arrival Date and after the Departure Date. Occupant is to leave the Premises in the same general condition that it was received on the Arrival Date, as follows. Beachnest understand that some guests would prefer to have some assistance in the closing and pick-up of the Premises. If any help is needed, please call Beachnest, and Beachnest will be happy to help. Additional fees may apply. Please refer to the "departure checklist" in the property binder prior to your check-out for specific instructions on closing instructions.

I have read and agree to all the foregoing rules, terms and conditions:

OCCUPANT

SIGNATURE: _____

Dated: _____

JLP Enterprises, Inc. DBA: BEACHNEST VACATION RENTALS

LIZ PICKART (*electronic signature authorized*)

EXHIBIT E

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE ON THE PREMISES

COUNTY OF SANTA CRUZ
TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE

ISSUED PURSUANT TO CHAPTER 4.24 OF ORDINANCE

Date of Issue: November 25, 2019

Certificate # CO02060

This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Uniform Transient Occupancy Tax Ordinance by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or conduct any lawful business in an unlawful manner, nor to operate a transient occupancy facility without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this County. This certificate does not constitute a permit. This certificate becomes void upon any change of ownership or location whatsoever. Notify the Tax Collector immediately upon any change.

Name of Facility: Seaview Trail

Location of Facility: 431 Seaview Drive

Operator: Beachnest Vacation Rentals

Mailing Address: 180 7th Ave # 103, Santa Cruz, CA 95062

By: _____

Grant Winter

Grant Winter, Deputy

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

FOR TAX PURPOSES ONLY

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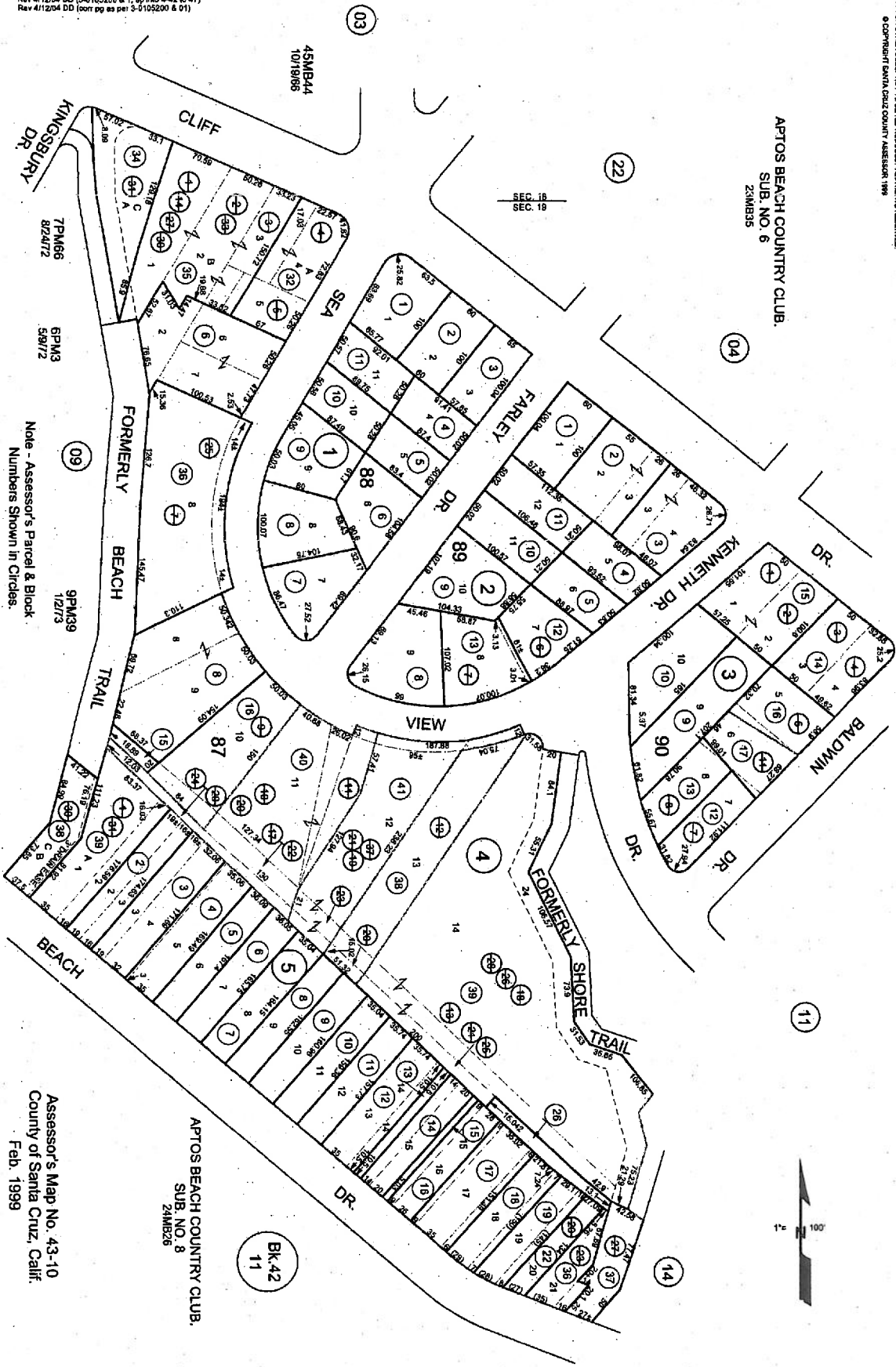
POR. APTOS RANCHO

S. E. 1/4 SEC. 18, & N. E. 1/4 SEC. 19, T. 11S., R. 1E., M.D.B. & M.

Tax Area Code
69-273

43-10

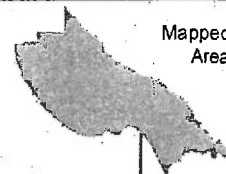
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Rev. 5/25/01 mm (changed page rate)
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Rev. 10/6/03 CB (Cor to Inflow)
Rev. 4/12/04 DD (3-0105200 & 1, sp into 4-42 to 47)
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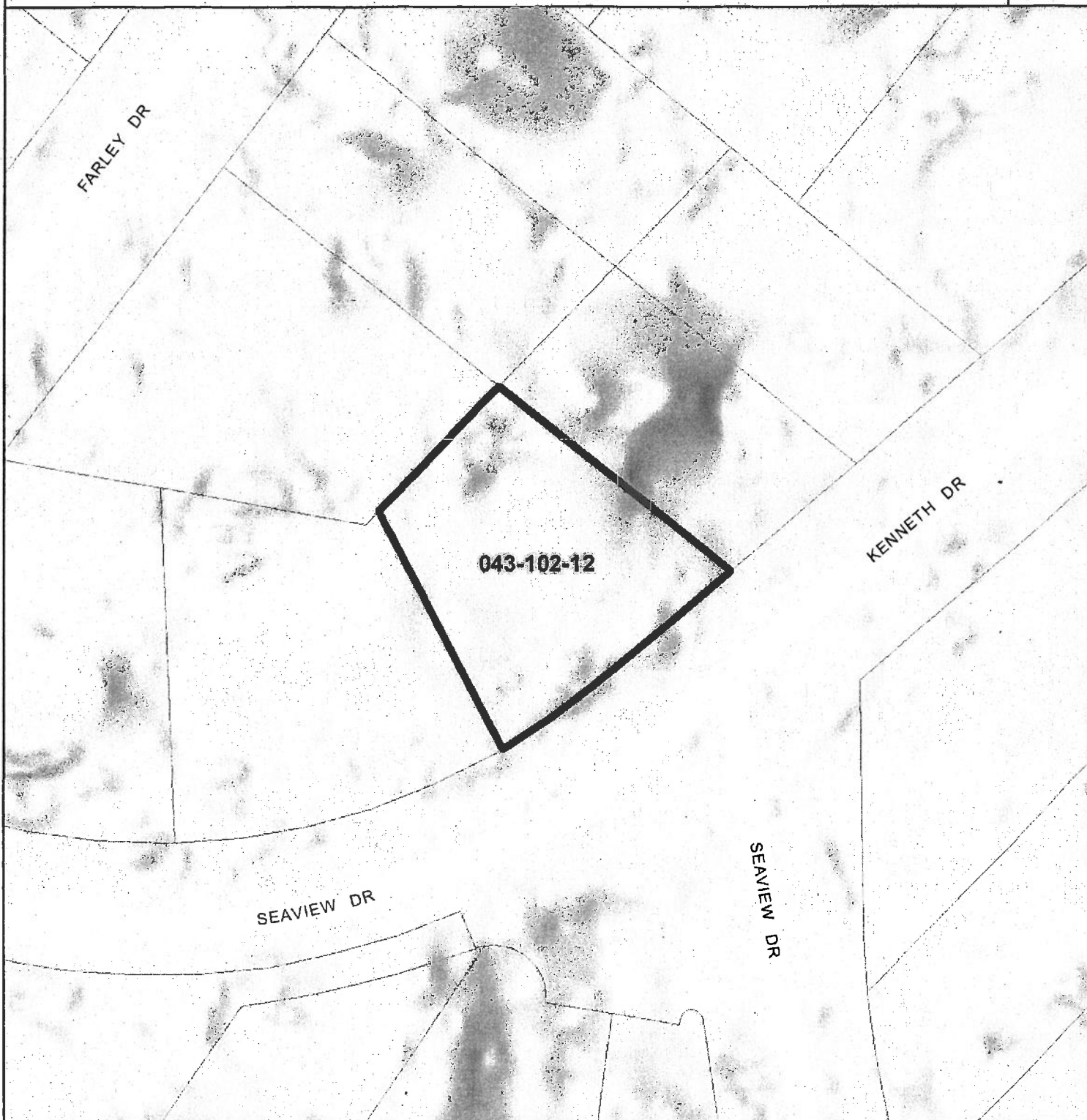
Note - Assessor's Parcel & Block Numbers Shown in Circles.

Assessor's Map No. 43-10
County of Santa Cruz, Calif.
Feb. 1999

EXHIBIT G



Parcel Location Map



Parcel: 04310212



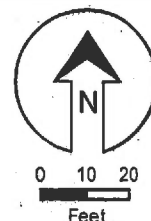
Study Parcel



Assessor Parcel Boundary

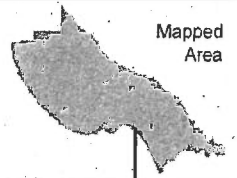
Map printed: 27 Mar. 2020

EXHIBIT G

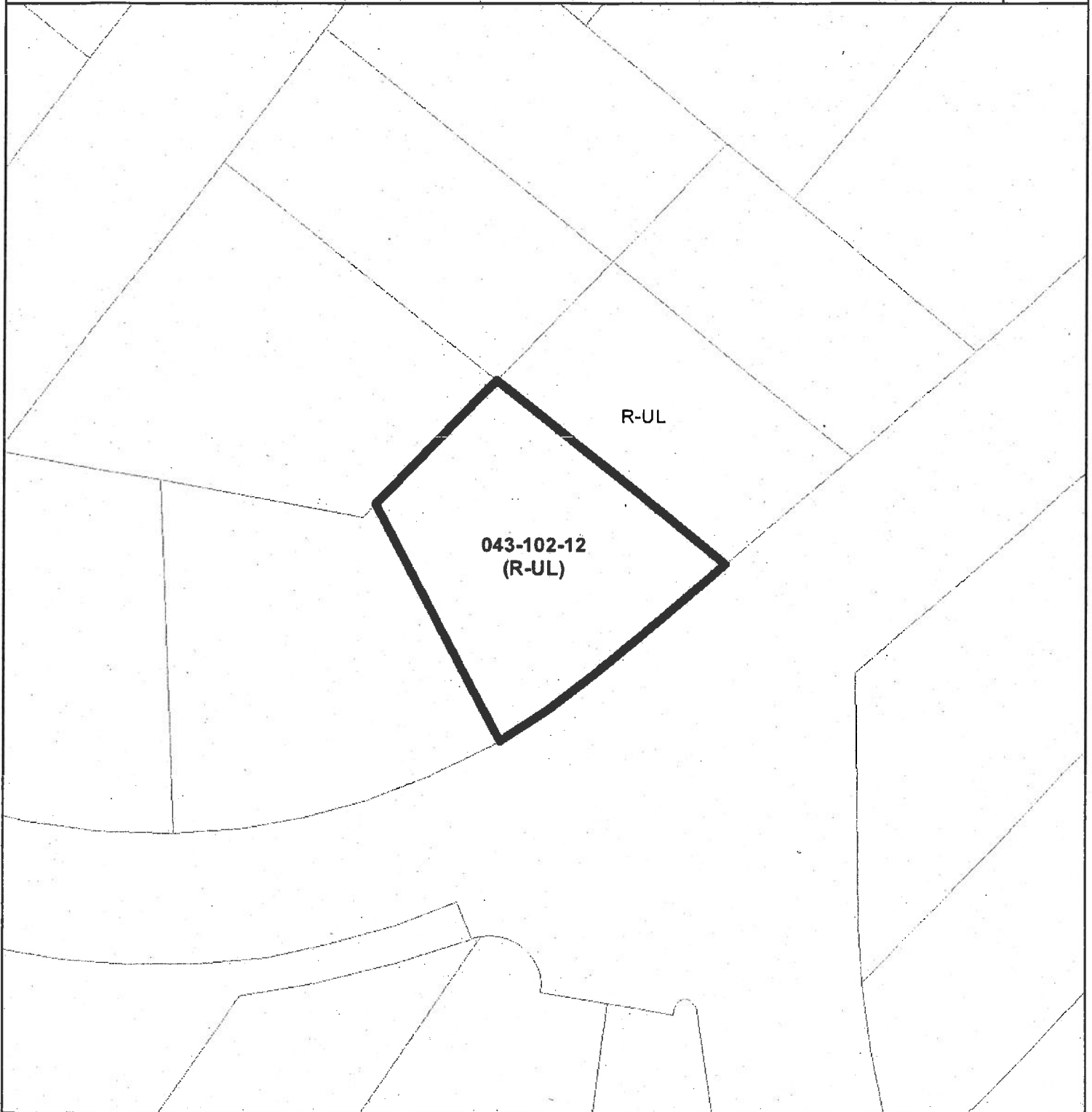




Parcel General Plan Map



Mapped
Area



R-UL

043-102-12
(R-UL)

☐ R-UL *Res. Urban Low Density*

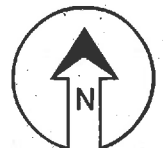
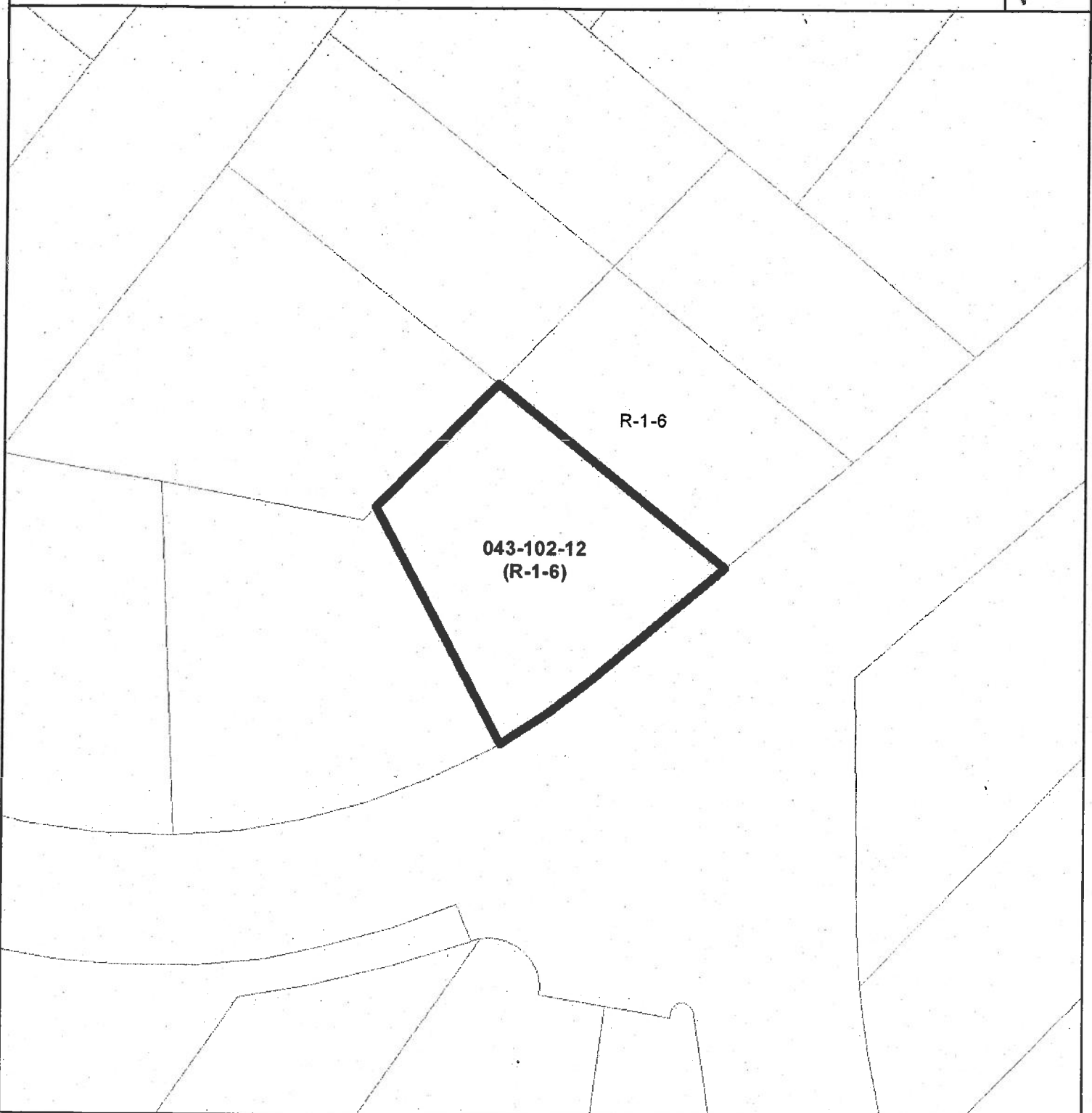


EXHIBIT G

0 10 20
Feet



Parcel Zoning Map



☐ R-1 *Single-Family Residential*

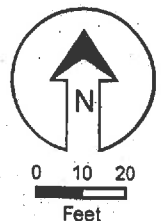


EXHIBIT G

Parcel Information

Services Information

Urban/Rural Services Line:	<u>X</u> Inside ___ Outside
Water Supply:	Soquel Creek Water District
Sewage Disposal:	Santa Cruz Sanitation District
Fire District:	Aptos / La Selva Fire
Drainage District:	Flood Control District Zone 6

Parcel Information

Parcel Size:	5,706 square feet
Existing Land Use - Parcel:	Residential
Existing Land Use - Surrounding:	Residential
Project Access:	Seaview Drive
Planning Area:	Aptos
Land Use Designation:	R-UL (Urban Low Density Residential)
Zone District:	R-1-6 (Single-Family Residential - 6,000 square feet minimum)
Coastal Zone:	<u>X</u> Inside ___ Outside
Appealable to Calif. Coastal Comm.	Yes <u>X</u> No

Environmental Information

Geologic Hazards:	Not mapped/no physical evidence on site
Fire Hazard:	Not a mapped constraint
Slopes:	0-5%
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
Archeology:	Not mapped/no physical evidence on site