



County of Santa Cruz

0223

PLANNING DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060
(831)454-2580 FAX: (831)454-2131 TDD: (831)454-2123
ALVIN JAMES, DIRECTOR

September 6, 2001

AGENDA: September 18, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060

**RE: AMENDMENT OF AFFORDABLE HOUSING PARTICIPATION
AGREEMENT FOR TRACT NO. 1423, YACHT HARBOR OAKS**

Members of the Board:

Yacht Harbor Oaks is an approved 16-unit residential subdivision in Live Oak on the corner of Jose Avenue and Capitola Road. The required discretionary permits were issued to this project under applications 99-0178 and 01-0034. The parcel is owned by Yacht Harbor Oaks, LLC and the developer is Brooks Properties. The proposed non-profit partner is Habitat for Humanity of Santa Cruz County.

The current Affordable Housing Participation Agreement (Attachment 1) for this project requires the construction of two Measure J affordable units for sale to families of moderate income (80-120 percent of median income). The developer wishes to amend the current Participation Agreement to change their option for fulfilling the inclusionary requirements from the current option of the developer constructing the units on site, to the "Affordable Housing Partnership" option described in County Code Section 17.10.036 (see below). This option would allow the developer's non-profit partner, Habitat for Humanity, to construct the required units with the financial and in-kind support of the developer.

Although the option described in 17.10.036 only discusses development of units "off-site," meaning on a different site than where the market-rate subdivision will be built, in this case the developer wishes to partner with the non-profit organization to construct the affordable units within the market-rate subdivision.

The developer also wishes to partner with Habitat for Humanity to produce a third affordable unit on this site (for a total of three affordable units and thirteen market-rate units) to fulfill his inclusionary requirements for a second subdivision project to be built on Seventh Avenue (Application 99-0538). This second project is currently under development review by the Planning Department, and is expected to be considered by the Planning Commission before the end of the year. Assuming that this subdivision is also approved, its Affordable Housing Participation Agreement would also reflect the "Affordable Housing Partnership" option in 17.10.036, and in that case it would be an off-site affordable unit, as it would be located in the

first subdivision (Yacht Harbor Oaks). In the case that the second subdivision is not approved, the third affordable unit would be built by the developer and sold at the market price.

Required Findings

The following findings are prepared for the purposes of determining the suitability of the Affordable Housing Partnership Option for fulfilling the inclusionary obligations of the Yacht Harbor Oaks subdivision only. However, as the current building plans and legal agreements reflect the Partnership's current intention to build three affordable Habitat units, supporting evidence is provided for the third unit as well. If the second subdivision project is approved, these findings may be sufficient for review of that project's Participation Agreement as well.

County Code Section 17.10.036

Development of off-site affordable units by affordable housing partnerships.

(a) A developer of a market rate project may meet the project's affordable housing obligation off-site in an affordable housing development undertaken in partnership with a non-profit developer when approved by the Board of Supervisors based on the following findings:

1. The off-site affordable housing project receiving a financial contribution from the market rate developer contains more than the number of affordable units which would otherwise have been required for the combined projects (beyond the 15% affordable housing requirement), or an equal number of affordable units required by both projects but at a greater level of affordability.

The number of affordable units proposed by this partnership would be equal to the number of units as would otherwise have been required, but they will be affordable to a much lower income level. Specifically, the units proposed will be affordable to very low income households (those earning 50% or less of area median income). In contrast, the standard inclusionary requirements would only require the units to be affordable to moderate income households (those earning between 80% and 120% of area median income). The intended affordability level of the units is described in the Partnership Agreement (Attachment 2, Exhibit "A"). Exhibit "B" & Attachment 2 contains a letter from Habitat for Humanity explaining the intended sales prices & the proposed homes and the annual income limits for the purchasers. A Promissory Note and Agreement, an Agreement of Repurchase, and an annual mortgage statement from a Habitat home built last year in Capitola are included in Exhibit "B" to illustrate the very low income affordability level and ownership terms.

2. Based on a review of the financial and legal agreements between the market rate developer and the non-profit partner, the County has determined that the market rate developer is providing reasonable financial and other support to the affordable housing project in exchange for being allowed to satisfy the developer's affordable housing obligation;

The developer's financial contribution to the affordable housing project has been calculated by Planning Department staff to be approximately \$170,400 per unit (see table in Attachment 2, Exhibit "C"). This amount is based on the documentation of project costs provided by the developer (also included in Exhibit "C"). The total contribution of the Yacht Harbor Oaks project toward the production of two affordable Habitat units is estimated to be approximately \$340,696.

If the Seventh Avenue project is approved and the third affordable Habitat unit is built and sold as planned, the contribution of that project would be approximately \$170,259. Together the two market-rate projects would be providing a financial contribution of \$510,955 toward the production of the three Habitat units.

For comparison purposes, if the developer were to build and sell the units according to the current Participation Agreement, the developer's costs would be slightly higher to account for actual building costs, but the developer would receive the net affordable sales price of the units (approximately \$225,000) for a net contribution which would be assumed to be substantially lower (less than \$100,000).

3. The affordable housing partnership either owns, has an option to purchase, or otherwise has the right to build on the property on which the off-site affordable housing project will be developed;

The proposed site for the Habitat units is currently owned by the project applicant/developer, Brooks Properties. The Partnership Agreement (Attachment 2, Exhibit "A") between Habitat for Humanity and Brooks Properties includes the terms under which Habitat for Humanity can purchase three affordable lots from Brooks Properties. This Agreement indicates a total sale price of \$50,000 for three lots in the Yacht Harbor Oaks subdivision.

4. The site for the off-site affordable housing project has in place the proper zoning and general plan designation for the proposed off-site project and the developer's application initiating the land use review process has been deemed complete;

In this case the proposed affordable units would be located within the market-rate project, thus no additional land use review is necessary. The developer has received all required development permits for this subdivision. The three proposed affordable units are included in the permits issued for Yacht Harbor Oaks (development permits 01-0034 and 99-0178 in Attachment 2, Exhibit "D"). The development permit for the Seventh Avenue project (99-0538) is currently under review, however none of the Habitat affordable units are proposed for construction on this site.

5. The non-profit affordable housing developer has obtained full legal commitments for all necessary financing for the project, or the County has approved a plan for the financing of the project;

The non-profit developer, Habitat for Humanity, uses a combination of donated materials and labor to keep their construction costs extremely low. According to the budget provided for their most recent project (shown on page three of Attachment 2, Exhibit "E") the actual money spent to construct each unit was approximately \$60,000, not including volunteer time and donated goods and services. This budget also includes funds for infrastructure, which is not applicable to the proposed project as the developer is providing fully finished lots. The May 31, 2001 Balance Sheet on the first page of Attachment 2, Exhibit "E" shows that Habitat for Humanity currently has over \$180,000 in available current assets. Assuming a per unit cost similar to that of the Capitol project, these assets should be sufficient to fund the construction of the proposed units.

6. The affordable housing project can reasonably be expected to be constructed and occupied within two years of completion of the associated market rate project; and

The Partnership Agreement (Attachment 2, Exhibit "A") between the developer and Habitat for Humanity requires the affordable units to be completed within one year of building permit issuance. The building permits for these units have been submitted by the developer. Building permits cannot be issued until the Board of Supervisors has approved the developer's application to amend the Participation Agreement to indicate the non-profit partnership option. Board approval of this matter is required by County Code subsection 17.10.036. See Attachment 2, Exhibit "F" for the proposed construction timeline provided by Habitat for Humanity.

7. The average number of bedrooms per unit in the non-profit affordable housing project is equivalent to the average number of bedrooms per unit of the market rate project for that portion of the affordable housing project receiving the financial contribution from the market rate developer; or the non-profit affordable housing project is designed to serve a special segment of affordable housing which would not require an equivalent number of bedrooms per unit.

One of the affordable units would have four bedrooms, the other would have three. This is equivalent to the average number of bedrooms in the market-rate units (3.3). If the third affordable unit is constructed as planned to meet the inclusionary requirement for the Seventh Avenue project, it will have four bedrooms. As that project has not yet been approved, it is not yet possible to determine required number of bedrooms for the third affordable unit. See floor plans in Attachment 2, Exhibit "G".

- (b) The financial contributions of the market rate developer to the affordable housing partnership shall be held in trust by the County for distribution to the non-profit housing

developer at such time as other financing has been obtained and the project is ready for construction. In the event the affordable housing project is not constructed within a two year period of the completion of the market rate project, or if the County otherwise determines that the affordable project is not likely to ever be constructed, the County may transfer such funds to be irrevocably deposited in the in-lieu fee trust fund established pursuant to Section 17.10.034(e).

In this case the developer's financial contribution to the affordable units has already been expended on site acquisition and preparation costs for the affordable lots, as explained in Attachment 2, Exhibit "C." The transfer of ownership of the proposed affordable lots to Habitat will take place immediately prior to the issuance of the final approved building permits. In the event that construction of the affordable units should not be completed as required, title to the affordable lots with incomplete units would be transferred by Habitat for Humanity to the County of Santa Cruz (see Attachment 2, Exhibit "A").

(c) More than one market rate developer may participate in an off-site housing partnership with the same affordable housing development as long as all the findings of this section are made for each market rate development. (Ord. 4509, 8/25/98)

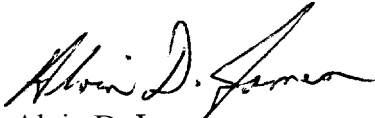
Not applicable.

Conclusion and Recommendation

This proposal will result in the construction of at least two dwelling units by Habitat for Humanity which will be affordable to families in the very low income category. As specified in County Code Section 17.10.036, the requested amendment to the Affordable Housing Participation Agreement for the Yacht Harbor Oaks project requires approval by your Board. All findings required for approval of this proposed amendment have been made.

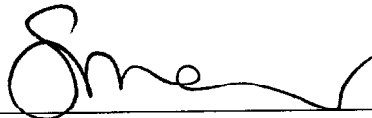
It is, therefore, RECOMMENDED that your Board approve the amendment to the Affordable Housing Participation Agreement for Tract No. 1423, Yacht Harbor Oaks; and authorize the Planning Director to sign the agreement on your behalf.

Sincerely,



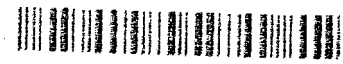
Alvin D. James
Planning Director

APPROVED:



Susan A. Mauriello
County Administrative Officer

- Attachments:
1. Current Participation Agreement
 2. Evidence in Support of Findings
 3. Proposed Participation Agreement



Recorded	REC FEE	31.00
Official Records	O R COP	9.00
County Of		
SANTA CRUZ		
RICHARD W. BEDAL		0229
Recorder		
10:18AM 12-Apr-2001	LAH	Page 1 of 9

After recording please return to:

Measure J Housing Program
Santa Cruz Co. Planning Dept.
701 Ocean Street, Fourth Floor
Santa Cruz, CA 95060

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TO BE RECORDED AT NO FEE FOR THE BENEFIT OF THE COUNTY OF SANTA CRUZ

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

THIS AGREEMENT, is made and entered into this _____ day of _____, 2001, by and between the County of Santa Cruz, hereinafter called "COUNTY" and _____ **Yacht Harbor Oaks** hereinafter called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as the **Yacht Harbor Oaks**, Tract Number 1423, and Assessor's Parcel Number: 026-641-04 called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a Sixteen (16) lot subdivision with ZERO remainder lot, and to construct Sixteen (16) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on March 22, 2000 the COUNTY by approval of Residential Development Permit No. 99-0178, approved the development of said PROJECT in a manner consistent with specified terms and conditions, one of such conditions being DEVELOPER's participation in the Affordable Housing Program of the COUNTY; and

WHEREAS it is the intention of both parties to set forth in this separate document the covenants, conditions and restrictions applicable to the certification and participation of the PROJECT in the Affordable Housing Program of the COUNTY.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that DEVELOPER shall participate in the Affordable Housing Program of COUNTY, in accordance with the attached Exhibit A: Inclusionary Housing Provisions (description and construction schedule for affordable units); and with the requirements of the COUNTY's Affordable Housing Program as set forth in the COUNTY's affordable housing ordinance, County Code Chapter 17.10, and the COUNTY's Affordable Housing Guidelines, including any subsequent amendment to said Chapter and/or

CERTIFICATION AND PARTICIPATION AGREEMENT
 SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

Page 2

Guidelines; and with any other regulations and resolutions issued pursuant thereto, all of which are necessary to maintain the affordability of the designated affordable lot(s) and/or housing unit(s) upon sale or resale thereof. In the case of any conflict between the provisions of Exhibit A and the COUNTY's Affordable Housing Program, the stricter shall prevail.

1. SATISFACTION OF CONDITIONS. COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the COUNTY's Affordable Housing Program, shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment of DEVELOPER's obligation to provide for the development of affordable housing, and such execution and recordation shall be sufficient in that respect to permit recordation of the subdivision Final Map and issuance of Building Permits subject to the satisfaction of all other applicable conditions of approval and compliance with all provisions of law.
2. RENTAL OR SALE OF AFFORDABLE HOUSING UNIT(S). DEVELOPER agrees that if DEVELOPER offers designated affordable housing unit(s) (hereinafter called "UNIT(S)") for rent pursuant to this Agreement, DEVELOPER shall offer said UNIT(S) for rent in conformance with Exhibit A and to households which are certified by the COUNTY or its designee to be qualified in conformance with the COUNTY's Affordable Housing Program. The sale or conveyance of the PROJECT shall similarly be subject to the execution and recording of a Declaration of Restriction by the purchaser.
3. RECORDATION. DEVELOPER shall execute this Agreement, cause the same to be acknowledged, and deliver said executed and acknowledged document to the County Planning Department. Following execution by the COUNTY, this agreement shall be recorded in the office of the County Recorder of the County of Santa Cruz. COUNTY shall not be obligated to permit the issuance of Building Permits for the PROJECT prior to the recording of this Agreement.
4. LIMITED CONSTRUCTION. Nothing contained herein shall be deemed to constitute compliance with, or waiver of, any provision of law or condition of PROJECT approval except as expressly stated herein with respect to conditions relating to affordable housing units.
5. AGREEMENT BINDING. The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, agents, contractors, subcontractors and grantees of both parties and shall be covenants running with the land. Except as otherwise provided in County Code Chapter 17.10, neither the PROPERTY nor any parcel therein shall be released from the affordability requirement of the COUNTY's Affordable Housing Program due to a trustee's sale or judicial foreclosure.
6. WAIVERS. The waiver by any party of any breach or violation of any term, covenant or

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

condition of this Agreement or of any statute, ordinance or applicable requirement shall not be deemed to be a waiver of such term, covenant, condition, statute, ordinance or applicable requirement or of my subsequent breach or violation of the same or of any other term, covenant, condition, statute, ordinance or applicable requirement.

7. COSTS AND ATTORNEYS FEES. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such as action from the other party.

8. AUTHORITY OF SIGNATORIES. Each signatory hereto represents that he/ she has the legal authority to execute this document and bind the party(s) on whose behalf he/she is signing.

COUNTY OF SANTA CRUZ:

by: Alvin D. James
Name: Alvin D. James Title: Planning Director

DEVELOPER: (The signature(s) of the DEVELOPER must to be notarized)

By: William D. ...
Title: Property Owner

By: James ...
Title: Property Owner

By: Coast Commercial Bank
Fred Caróca Title: Trustee for Deed of Trust

By: _____
Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By: Suzanne Isé
Name: Suzanne Isé Title: Housing Coordinator

- ATTACHMENTS:
- 1) Exhibit A: Inclusionary Housing Provisions
 - 2) Approved Tentative map (8.5" x 11") with affordable lots indicated (to be provided by OWNER)
 - 4) Exhibit B: Table of In Lieu Fees

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

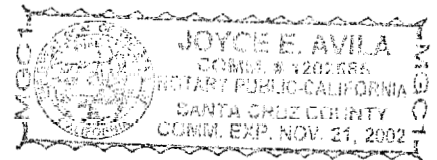
On April 3, 2001, before me Joyce E. Avila,
personally appeared William Brooks

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Joyce E. Avila
Signature of Notary Public



OWNER ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 200__, before me _____
personally appeared _____,

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

WITNESS my hand and official seal:

Signature of Notary Public

Exhibit A

INCLUSIONARY HOUSING PROVISIONS

A. CONSTRUCTION OF AFFORDABLE HOUSING

DEVELOPER agrees to construct the following affordable housing unit(s) in fulfillment of the inclusionary housing requirements for the PROJECT pursuant to the COUNTY's Affordable Housing Program:

1. Number of Affordable Housing Units To Be Constructed:

Two (2) affordable unit(s) shall be provided on-site as follows:

Lot Number(s) / Unit Number(s): _____

_____ () affordable unit(s) shall be provided off-site as follows:

Project Name:

Tract Number:

Permit Number:

APN(s):

Lot Number(s) / Unit Number(s) / Address(es):

2. Size of affordable unit(s): (average number of bedrooms must equal or exceed the average number of bedrooms in the PROJECT's market rate units)

	<u>No. Units</u>	<u>No. Bedrooms</u>	<u>No. Square Feet</u>
Moderate Income	1	3	1550
	1	4	1550

Lower Income

Very Low Income

3. Timing of Construction of Affordable Units:

Concurrent with market rate units, to begin in June 2001.

Timing of construction of the affordable housing unit(s) shall be in accordance with the requirements of County Code Chapter 17.10.

B. TRANSFER OF AFFORDABLE HOUSING CREDITS

DEVELOPER certifies that the PROJECT includes the development of residential units; and certifies that if the PROJECT includes a subdivision, more than one third (1/3) of the lots shall be either retained by the subdivider or sold to one individual for the construction of housing units. Based on this certification, COUNTY shall allow DEVELOPER to transfer affordable housing credits as indicated below to meet the inclusionary housing obligation of the PROJECT. DEVELOPER agrees that if less than one third of the lots are retained by the DEVELOPER or are sold to one individual for the construction of housing units, DEVELOPER shall enter into an amended Certification and Participation Agreement to meet the inclusionary housing requirement pursuant to the provisions of the COUNTY's Affordable Housing Program.

1. Transfer of Credits:

___ () affordable unit(s) shall be provided through transfer of affordable housing credit(s) from the following project:

Project Name:

Tract Number:

Applicant Name:

APN(s):

Participation Agreement recorded on:

2. Timing of Credit Transfer:

DEVELOPER agrees to transfer the affordable housing credit(s) to the PROJECT either prior to or progressively with the construction of the market rate units in the PROJECT, in the same ratio as the affordable unit requirement which is applicable to the PROJECT. If there are no credits available for purchase at the time the transfer is required to be completed, DEVELOPER shall be required to otherwise provide the affordable housing unit(s) pursuant to the COUNTY's Affordable Housing Program, and DEVELOPER agree to enter into an amended Certification and Participation Agreement setting forth how the inclusionary housing requirement will be met.

C. DEDICATION OF SUBDIVISION LOTS

DEVELOPER certifies that the PROJECT consists of a lot subdivision in which individual lots shall be sold to parties other than DEVELOPER for the construction of housing. Based on this certification, the COUNTY shall allow the DEVELOPER to meet the inclusionary housing requirement for the PROJECT by one of the two options below.

1. Dedication of Affordable Residential Lots:

DEVELOPER agrees to dedicate the following lot(s) to the County of Santa Cruz at the time of recording the subdivision Final Map:

_____ () affordable lot(s) shall be dedicated to the County as follows:

Lot Number(s) / Unit Number(s):

2. Payment of In-Lieu Fees:

DEVELOPER agrees to pay the following in-lieu fees to the County in place of dedicating lots for affordable housing. In the event that more than one third (1/3) of the lots in the PROJECT are retained by DEVELOPER or are sold to one party, the County may at its discretion refund any in lieu fee paid for a period of up to three years following payment and require that DEVELOPER enter into an amended Certification and Participation Agreement to fulfill the inclusionary housing obligation of the PROJECT pursuant to the COUNTY's Affordable Housing Program. The COUNTY shall not be obligated to issue Building Permits in the PROJECT prior to the payment in full of the required in lieu fees.

_____ () lot(s) in the subdivision are designated as affordable lots for the calculation of in-lieu fees as follows:

Lot Number(s) / Unit Number(s):

DEVELOPER agrees to pay an in lieu fee for each of these lots as follows: (select one)

- _____ a) A fee equal to the price of the first market-rate unit sold; DEVELOPER agrees to notify the COUNTY 30 days prior to the close of escrow on the first lot sold and to pay the in lieu fee from escrow with the proceeds of the sale.
- _____ b) A fee equal to the appraised value of the affordable lot with completed site and frontage improvements; DEVELOPER agrees to notify the COUNTY within 5 working days of the completion of site and frontage improvements and to pay the in lieu fee within 15 days of completion of improvements.

End

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

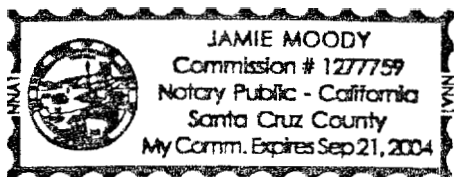
State of California

County of Santa Cruz

} SS.

On April 10, 2001, before me, Jamie Moody, Notary Public,

personally appeared Fred Caiocca



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

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

WITNESS my hand and official seal.

Jamie Moody
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document,

Description of Attached Document

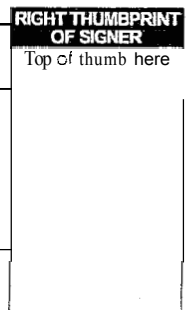
Title or Type of Document: Certification & Participation Agreement

Document Date: April 10, 2001 Number of Pages: 7

Signer(s) Other Than Named Above: James Thomas / William Brooks

Capacity(ies) Claimed by Signer

- Signer's Name: Fred Caiocca
- Individual
 - Corporate Officer — Title(s): Vice President
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



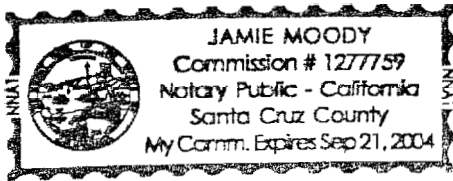
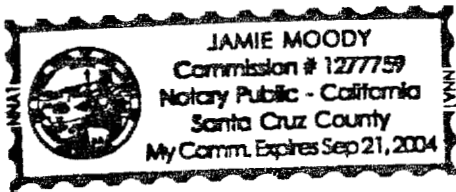
Signer Is Representing: Coast Commercial Bank

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Cruz } ss.

On April 10, 2001, before me, Jamie Moody, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared James L. Thomas
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



Place Notary Seal Above

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

WITNESS my hand and official seal.

Jamie Moody
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certification & Participation Agreement

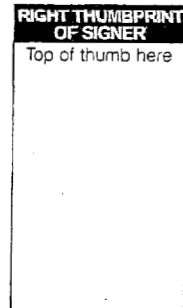
Document Date: 3/1 10, 2001 Number of Pages: 7

Signer(s) Other Than Named Above: William Brooks, Fred Aiocca

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



**Evidence in Support of Findings
Yacht Harbor Oaks Application to Amend Participation Agreement**

Required Findings (paraphrased from County Code Section 17.10.036(a)):

1. Non-profit affordable units will be provided in greater number or at a greater level of affordability.

Exhibit A:

Partnership Agreement between Brooks Properties and Habitat for Humanity

Exhibit B:

Letter to Planning Department dated August 21, 2001 from Habitat for Humanity

2. Developer is providing reasonable financial and other support to non-profit project,

Exhibit C:

Documentation of cost of finished lots and other developer contributions

3. Affordable housing partnership owns or has the option to purchase, . . . the property where units are to be built.

Exhibit A:

Partnership Agreement between Brooks Properties and Habitat for Humanity reflecting sales price of affordable lots.

4. Developer has completed land use review application for site

Exhibit D:

Discretionary Permit 99-0178

5. Full legal commitments to non-profit developer for financing of proposed affordable units.

Exhibit E:

Habitat for Humanity Project Budget and Financial Statement

6. Construction and occupancy of affordable units within two years of market rate units.

Exhibit F:

Habitat for Humanity Construction Timeline

7. The number of bedrooms in the affordable units shall be equal to the average number of bedrooms in the market-rate units.

Exhibit G:

Proposed floor plans and elevations for the affordable units,



0239

An agreement between Brooks Properties and Habitat for Humanity, Santa Cruz, California

September 4, 2001

Brooks Properties intends to build a number of homes at the intersection of Capitola Road and Jose Avenue. Further, Brooks Properties intends to build additional homes on 7th Avenue.

To meet the county of Santa Cruz's inclusionary housing requirements, Brooks Properties proposes to allow Habitat for Humanity to build three of the homes at the Jose Avenue site.

The purpose of this agreement is to set forth the responsibility of Brooks Properties and those of Habitat for Humanity in the construction of these three affordable homes.

In the development of the Jose Avenue project, Brooks Properties will provide Habitat with three buildable lots. (Lots #8,9,14 of the Santos Subdivision) The lots will be developed including, but not limited to, streets and sidewalks. The utilities, including water, sewer, electrical, gas, and communications lines will be stubbed out to the building envelope. All costs associated with the development of the approved lots, is the responsibility of Brooks Properties. To insure control of the buildings to be constructed by Habitat, Brooks Properties will provide Habitat with construction drawings for two models. One model would be for a home of about **1,320** square feet and indicated in the Jose Avenue plans for building **6A**. The other two homes would be about 1400 square feet each and include four bedrooms each. Brooks Properties will provide a release from the architect/engineer to allow Habitat to use the construction drawings for use within the Santos subdivision exclusively.

Habitat for Humanity will pay Brooks Properties \$50,000 cash for clear title to the three lots. Habitat will construct and substantially complete three homes including landscaping per approved plans within one year. The one year construction period will commence at the close of escrow of the sale of these three lots to Habitat. Habitat will purchase these three lots from Brooks Properties immediately prior to the issuance of the final approved building permits. Habitat will be responsible for all building permits and fees, including but not limited to, school impact fees, sewer fees, water meters and traffic

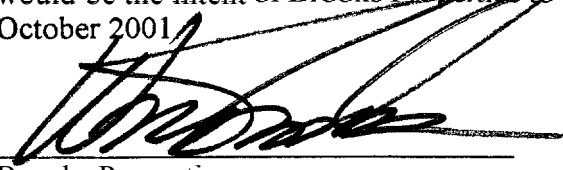
impact fees. The cost of any common fencing between the Habitat property and those of others, will be shared equally on a 50-50 basis.

Habitat will be responsible for selection of three families to purchase the homes. The families' income will be limited to about 50% of the County median income. Habitat will retain the right of first refusal to purchase the homes from the families if they choose to sell their home. All mortgage payments will be returned to the families at the time of sale, but the families will not be able to sell the property for a profit. It is Habitat's intent to keep these homes in the affordable housing stock of Santa Cruz County. This will be accomplished through a recorded deed restriction, limiting the homes, to families with about 50% of the County median income.

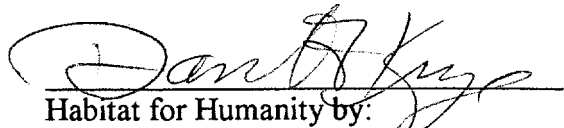
In the event that Habitat for Humanity fails to perform in the construction of these three homes and sell them to qualified very low income families within two years of the date of issuance of the final building permit, any unsold remaining properties, and all improvements thereon, shall be transferred to the County of Santa Cruz. Habitat agrees to execute all documents necessary to transfer title under such circumstance, all at the expense of Habitat for Humanity.

It is understood and agreed that the County of Santa Cruz is a third party beneficiary of this agreement and that said County of Santa Cruz shall have standing to enforce this agreement.

Although, timing is not controlled by either Brooks Properties or Habitat for Humanity, it would be the intent of Brooks Properties to deliver the buildable lots to Habitat by October 2001.


 Brooks Properties

9-5-01
 Date


 Habitat for Humanity by:

for Bob Bowles, President

Sept 5 2001
 Date

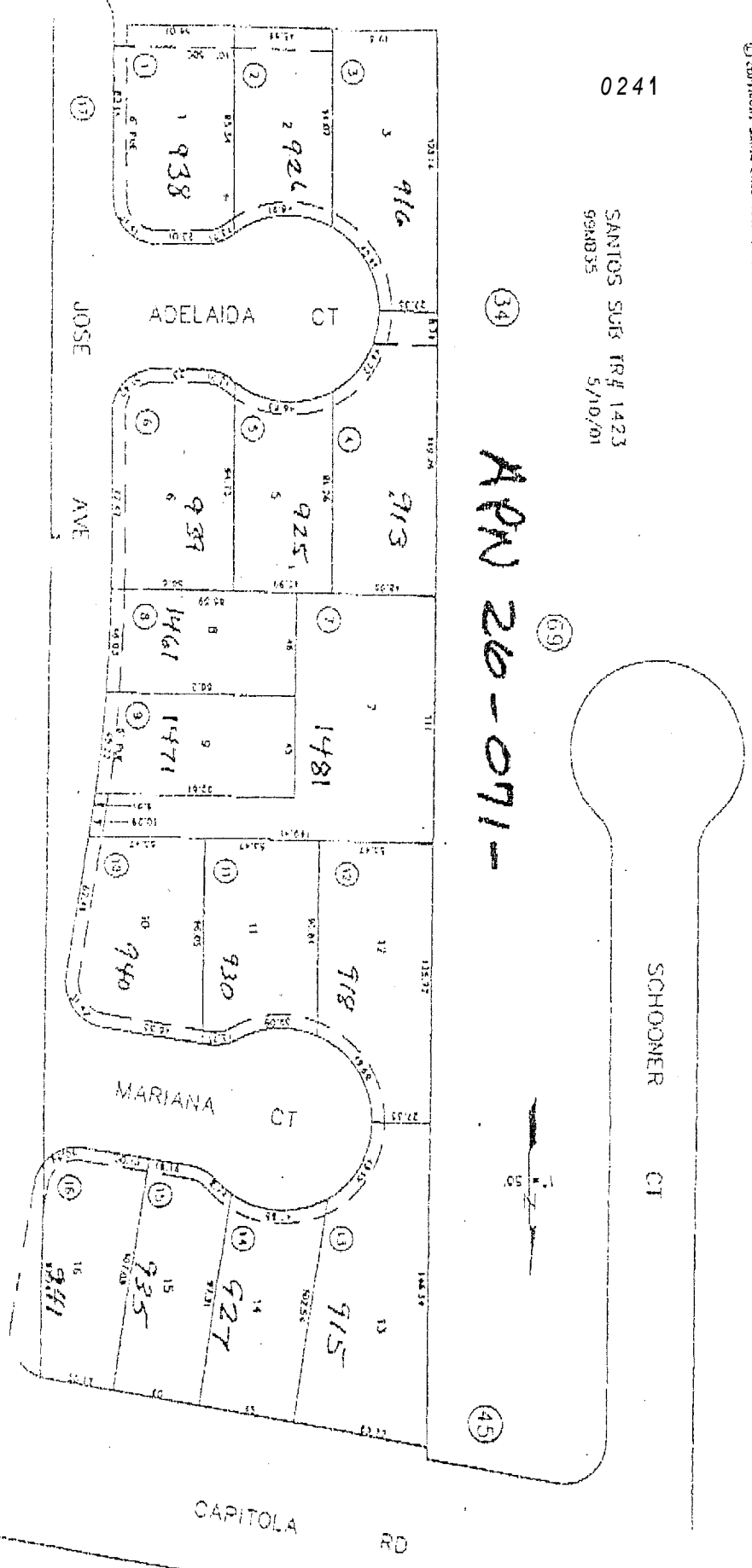
Vice President

FOR TAX PURPOSES ONLY
 DISTRICT MAPS TO BE QUANTIFIED AS TO MAP APPROXIMATE PARCELS ARE
 BY THE DISTRICT OFFICE. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED
 © COPYRIGHT SANTA CRUZ COUNTY ASSASSON 2001

POR. N.E. 1/4 SEC. 17, T11S, R1W, MDB & M. Tax Area Code 82-040
 26-70

0241
 SANTOS SUB TR# 1423
 99AB35 5/10/01

APN 26-071-



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

Assessor's Map No. 26-70
 County of Santa Cruz, Calif.
 July 2001

Address/Parcel Numbers
 U. A. T. 11. 2. 1. -



Aug. 21, 2001


TO: Santa Cruz County Planning Dept.

Habitat for Humanity will sell the homes for about \$ 120,000 the exact price will be a function of the cost of construction. Our current best estimate is based on the most recent sale which was \$ 109,000. This was for a three bedroom house in Capitola. The monthly payment will be about \$ 600 including note payment, taxes and insurance. No interest is charged on the note.

Habitat has funds to build the project. As of May, 31 2001 we have \$ 183,000 in savings and \$483,000 in investments. This is our next project.

Enclosed are copies of the Agreement to Repurchase and the Promissory Note that will be recorded at the time of sale to assure the house will stay in the affordable market. We sell homes to families with an annual income of about \$ 30,000 or less. Habitat meets all of HUD requirements when selecting families.

If there are additional questions please call me at 476-4752


Daniel F. Kriege
Vice -President, HFH Santa Cruz

\$58,981.50

PROMISSORY NOTE
AND AGREEMENT

Date March 29, 2000
 Capitola, California

1. FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the CITY OF CAPITOLA, or its successors and assigns, the **sum** of Fifty Eight Thousand Nine Hundred Eighty One Dollars and Fifty Cents (\$58,981.50) together with interest at three percent (3%) per **annum** simple interest, from Mar ch 31, 2000 (date), payable in full upon the due date, which is thirty (30) years since the making of this note.

Alternatively, **the full amount of principal and accrued interest shall be immediately due and payable in the event of default of any of the provisions of Paragraphs 5 through 10 of this Note and Agreement.**

2. All principal and accrued interest shall be waived, on the due date, if there has been compliance with Paragraphs 5, 6, 7, 8(a), 9 and 10 of this Note and Agreement.
3. All sums which become due and payable by the undersigned in connection with this Note shall be applied first to accrued but unpaid interest on this Note, and next to the unpaid principal balance of this Note. Principal and interest shall be payable in lawful money of the United States and by immediately available funds.
4. "Property" refers to the real property that is encumbered by the Deed of Trust securing this Note and Agreement.
5. The property shall be used only as owner-occupied residential units, shall be occupied by no more than eight persons at a time, and shall not be used as rental units without the prior written consent of the Agency (i.e., the Capitola Redevelopment Agency, or its successor).
6. Restricted Resale Price.
 - (a) Neither ownership of the subject property, nor the right to occupy said property, may hereafter be sold, or in any manner exchanged for consideration which exceeds "Affordable Housing Cost" as defined below, and certified by the City of Capitola as hereafter provided.
 - (b) For the purpose of this Note and Agreement, "Affordable Housing Cost" means that the total cost of ownership shall not exceed the sum of: (i) a down payment not exceeding five percent (5%) of the purchase price; and (ii) a Monthly Housing Cost not exceeding one-twelfth of thirty percent (30%) of fifty percent (50%) of "Median Income," as defined by the U. S.

Department of Housing and Urban Development (HUD) and periodically adjusted for household size as applicable to the area in which the subject property is located. A "household" means all persons occupying a housing unit as the place of residence.

- (c) "Monthly Housing Cost" shall be determined as follows: the sum of (i) one-twelfth of the annual cost of principal and interest payments on a mortgage loan and loan insurance fees associated with such loans; (ii) one-twelfth of the annual cost of property taxes and assessments; (iii) one-twelfth of the annual cost of fire and casualty insurance covering replacement value of property improvements; (iv) one-twelfth of the annual cost of a sinking fund contribution for maintenance and repairs; (v) one-twelfth of the annual cost of an adequate level of service for the following utilities: garbage collection, sewer, water, electricity, gas, and other heating, cooking and refrigeration fuels. Monthly Housing Cost shall be an average of the estimated costs for the items enumerated in the prior sentence for the twelve months following the purchase.
- (d) In the event that below-market interest rate financing is unavailable in amounts sufficient to enable the transfer of the property to a subsequent purchaser household qualified pursuant to this paragraph, at a price not exceeding that determined pursuant to the preceding subsections, the Agency Board by resolution may, in its sole discretion, determine to alter the income eligibility and resale restrictions as follows: in subsections (b) and (c), the words "fifty percent (50%)" shall be deleted, and the words "eighty percent (80%)" shall be inserted in their place.

7. Income Verification. The determination and verification of income eligibility of subsequent purchasers of the property shall be made by the City or Capitola or its designee, which may demand all reasonably necessary information. If such information needed to verify income eligibility is not provided, eligibility need not be certified.

8. Maintenance.

- (a) The portion of the property that is subject to public view (including all improvements from time to time erected thereon, including paving, walkways, landscaping and Ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition.
- (b) In the event that there arises a condition in contravention of the above maintenance standard, then the Agency, as an alternative to foreclosure of the Deed of Trust, may notify the owner of the affected parcel in writing of such condition, giving the owner thirty (30) days from receipt of such notice to cure said condition. In the event the owner fails to cure the condition within the time allowed, the Agency shall have the right to

perform all acts necessary to cure such a condition and to within thirty (30) days of such cure receive from the owner the Agency's cost in taking such action.

9. Mandatory Language in All Subsequent Deeds, Leases and Contracts. All deeds, leases or contracts made or entered into by owner, its successors or assigns, shall contain therein the following language:

(a) In Deeds:

“Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoying of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

(b) In Leases:

“The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees or vendees in the property herein leased.”

(c) In Contracts:

There shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees or vendees of the land.”

10. No interest in the property may be leased without the express written permission of the Agency.

11. Should suit be commenced or legal assistance be necessary to enforce the payment of this Note, the undersigned, or their successors in interest, shall pay such additional sum as the court may adjudge as a reasonable attorney's fee,

12. This Note is secured by a Deed of Trust of even date herewith.

AGR\Habitat Promissory Note-City

AGREEMENT OF REPURCHASE

THIS AGREEMENT OF REPURCHASE is entered into, by and between HABITAT FOR HUMANITY OF SANTA CRUZ COUNTY, A **California** Nonprofit Corporation, (hereinafter "Habitat"), the REDEVELOPMENT AGENCY OF **THE CITY OF CAPITOLA** and Jon and Cynthia VanderVere (hereinafter "Purchaser").

RECITALS

A. Habitat is the developer of low income housing in the County of Santa Cruz, State of California which is constructed primarily with volunteer labor from the community.

B. Habitat sells completed homes to eligible low income households at prices and on terms that are substantially below market prices and on terms including, but not limited to, interest free loans.

C. Habitat, in conjunction with the Redevelopment Agency of the **City** of Capitola, has constructed **six (6)** homes at the corner of 38th Avenue **and** Brommer Street in the City of Capitola.

D. Purchaser is willing, in exchange for the opportunity to purchase one of said homes at a below market price and on below market terms, to give Habitat a right to repurchase the home for a period of 99 years, if Purchaser elects to sell the home during that period.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. PURCHASE. Purchaser is buying a home constructed by Habitat on land owned by the Redevelopment Agency of the City of Capitola. The home is located at 3750 Brommer Street, City of Capitola, County of Santa Cruz, State of California, which real property is owned by the Redevelopment Agency of the City of Capitola.

2. BELOW MARKET PRICE AND TERMS. Purchaser acknowledges that the purchase price of the home, \$109,000, with a down payment of \$14,000 (\$13,500 of which is provided by others) and monthly payments of \$567.75 which include taxes and insurance impounds on the home and carry no interest, is substantially below the market rate of similar homes in Santa Cruz County, but is a fair and reasonable value given the restrictions set forth in the Grant Deed from the Redevelopment Agency of Capitola to Purchaser (including this right of repurchase).

3. RIGHT OF REPURCHASE. In consideration of the subsidized below market cost of the home that Purchaser is acquiring and the advantageous terms, Purchaser hereby grants to Habitat a right to repurchase the home at any time during a period of 99 years from the date of this Agreement as follows:

a. If at any time during said period, Purchaser elects to sell the home, then Purchaser shall give Habitat a written notice of Purchaser's election to sell the home.

b. Within 30 days of the receipt of the written notice from Purchaser, Habitat shall notify Purchaser if it wishes to repurchase the home on the conditions set forth herein.

c. If Habitat elects to repurchase the home, an escrow shall be opened at an escrow company in Santa Cruz County chosen by Habitat. The purchase price shall be the same amount as the above purchase price. Habitat shall deposit an amount equal to the principal reduction of the loan made by Purchaser's payments and Purchaser shall execute a grant deed of the property to Habitat. All liens subsequent to Habitat's loan for the purchase of the property shall be cleared by Purchaser prior to close of escrow, or if they do not exceed the amount Habitat is to deposit into escrow, shall be paid by the escrow holder. All expenses of title insurance, documentary transfer tax and escrow fees and costs shall be borne by Habitat. Real property taxes and assessments shall be prorated as of the date of close of escrow.

d. If Habitat does not elect to exercise its option to repurchase, then the Redevelopment Agency of the City of Capitola, or its successor, shall have a like right to repurchase on the same terms and conditions for an additional 30 day period. If neither Habitat nor the Redevelopment Agency of the City of Capitola elects to repurchase, then Purchaser shall be free to sell the property to a third party, subject, of course, to the

existing restrictions of record on resale of the property, including, **but not limited to**, the requirement that the property be maintained as affordable housing for the **remaining** balance of the restrictions on the property.

4. NOTICE. Any notice required by this Agreement **shall** be mailed to Purchaser at the address of the property and to Habitat at:

Habitat for Humanity of Santa Cruz County,
P.O. Box 1538
Aptos, CA 95001

Redevelopment Agency of the City of Capitola
420 Capitola Avenue
Capitola, CA 95010

5. BINDING EFFECT. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

6. ATTORNEYS FEES. If an action be brought to avoid, interpret, or enforce this Agreement on any ground, the prevailing party shall be entitled to a reasonable attorney's fee and all court costs incurred.

7. CONCURRENT AGREEMENTS. This Agreement is executed in conjunction with concurrent agreements between the parties including **an** agreement of

purchase **and** sale, a grant deed with restrictions, and other documents. **All of said documents are** to be read in conjunction with one **another,**

Dated: _____

HABITAT FOR HUMANITY OF SANTA CRUZ COUNTY

PRESIDENT

Dated: 3/30/00

REDEVELOPMENT AGENCY OF THE CITY OF CAPITOLA



Authorized Official

PURCHASER

PURCHASER

purchase and sale, a grant deed with restrictions, and other documents. All of said documents are to be read in conjunction with one another,

Dated: 3.30.00

HABITAT FOR HUMANITY OF SANTA CRUZ COUNTY

Joe C. ...
PRESIDENT

Dated: 3.30.00

REDEVELOPMENT AGENCY OF THE CITY OF CAPITOLA

Authorized Official

PURCHASER

PURCHASER



January 31, 2001

Santa Cruz, CA 95062

Dear Mr. & Mrs. VanderVere:

Below is the summary of your mortgage and impound payments for 2000.

Mortgage payments:	Balance Jan. 1, 2000	\$93,712.50
	Payments	-\$4,725.00
	Balance Dec. 31, 2000	\$88,987.50
Impound Account:	Balance Jan 1, 2000	\$386.32
	Paid in 2000	\$2,045.00
	Property taxes paid	-\$955.43
	Insurance paid	-\$371.08
	Accrued Interest	\$37.29
	Homeowner Assoc. Reserve	-\$86.00
	Balance Dec. 31, 2000	\$1,056.10
	Impound required	\$648.00
	Surplus	\$408.10

Your monthly payment for 2001 will be \$567.00.

Payments are due the first of the month and late after the tenth with a \$28.00 late service charge making your payment \$595.00.

Your new monthly payment for 2001 will be as follows:

Loan payment	\$393.75
Homeowner Assoc.	\$43.00
Impound for taxes and ins.	\$170.00
Surplus	-\$39.75
Total per month	\$567.00

Enclosed are payment slips for 2001, beginning with February.
Please call the office at 685-0671 with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Judi Cobb".

Judi Cobb
Mortgage Bookkeeper

Exhibit "C"

Developer Financial Contribution to Non-Profit Project

0254

Cost Item	2 lots (Jose Ave Project's Contribution Only)	3 lots (Jose Ave & 7th Ave Projects' Combined Contribution)	Total 16 lots
Building Permit Fees	\$ 4,242	\$ 6,274	n/a
Lot Preparation Costs	\$ 71,473	\$ 107,210	\$ 571,784
Arch & Design	\$ 5,408	\$ 8,112	\$ 43,264
Structural Engineering	\$ 3,706	\$ 5,559	\$ 29,650
Lot Purchase Cost	\$ 256,250	\$ 384,375	\$ 2,050,000
Carrying Cost 18 mos	\$ 22,950	\$ 34,425	\$ 183,600
Planning/Permitting Services*	\$ 10,000	\$ 15,000	\$ 80,000
Total Costs	\$ 374,029	\$ 560,955	
<i>Per Lot Total</i>	<i>\$ 187,015</i>	<i>\$ 186,985</i>	
Less Lot Sale Price	\$ (33,333)	\$ (50,000)	
Total Contribution:	\$ 340,696	\$ 510,955	

* Estimated cost based on in-kind services provided by developer and developer's planning consultant to acquire the required development permits and building permits for the project. This cost does not include any permit fee.

COUNTY OF SANTA CRUZ - ALUS 3.0 CASHIER: STL
 RECEIPT FOR PAYMENT DATE: 08/02/01
 APPLICATION NO.: 0841677H TIME: 11:43:59
 RECEIPT NO: 00057027
 PARCEL NO.: 026-701-08 DEPOSIT NO: 01214PL

0255

TRANSACTION	FUNDING FOR	DESCRIPTION	FEE AMOUNT
FEE PAID	PROCESS PERMIT	BP PROCESS	376.36
FEE PAID	REVIEW PLANS	BLDG PLN CK	628.05
FEE PAID	VISIT/ASSESS SITE	EC SFD URBAN	209.00
FEE PAID	SCAN, STOR, MANAGE PLN	RECORDS MGMT	15.00
FEE PAID	REVIEW PLANS	Z PLN CK REG	292.00
			2121.01

PAYMENT TYPE	CHECK NO.	RECEIVED FROM	AMOUNT PAID
PERSONAL CHECK	1062	YACHT HARBOR OAKS	2121.01

PLANNING DEPARTMENT



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060
 FAX (831) 454-2131 TOD (831) 454-2123

BUILDING PERMIT APPLICATION

APPLICATION NO.: **41677H**

PRINT DATE: 08/02/2001
 APPLICATION DATE: 08/02/2001

PARCEL NO. 026-701-08 SITUS ADDRESS 1461 JOSE AV SANTA CRUZ

PHONE: (831)454-2260 BETWEEN 1-5
 FORM OF PLANS: BLUEPRINTS

PROJECT TYPE: RES
 PROJECT DESCRIPTION:
 Construct a 2 story SFD with 4 bedrooms, 2 baths, laundry, entry, porch, living and dining rooms, deck, and attached garage (Lot 8, Plan 6c).

TRACT NO.: 1423 Y TRACT NAME: ACHT HARBOR OAKS
 APPLICANT: JOHN CRAYCROFT 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065 BUS: (831) 427-3048
 DESIGNER/ARCHITECT: JOHN CRAYCROFT 1243 HAPPY VALLEY RD SANTA CRUZ CA 95065- BUS: (831) 427-3048
 OWNER: YACHT HARBOR OAKS 700 RIVER ST #14 SANTA CRUZ CA 95060 BUS: (831) 459-6060
 CONTACT: JOHN CRAYCROFT 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065 BUS: (831) 427-3048

NO. OF PERMITS TO BE ISSUED: 1
 PERMIT WILL BE ISSUED TO: OWNER/BUILDER
 MEASURE J ALLOCATION REQUIRED: YES
 ROUTING:

ESTIMATED TIME FOR FIRST REVIEW: 6 WEEKS

- BUILDING PLAN CHECK
- DPW DRIVEWAY/ENCROACHMENT
- ENVIRONMENTAL PLANNING
- CENTRAL FIRE PROTECTION DIST
- HOUSING
- MEASURE J
- EMERGENCY SERVICES
- ZONING REVIEW

APPLICATION FEES: RECEIPT: 00057027 DATE PAID: 08/02/2001

BUILDING PERMIT PROCESSING	976.96
BUILDING PLAN CHECK	628.05
EROSION - SFD URBAN	209.00
RECORDS MANAGEMENT FEE	15.00
ZONING PLAN CHECK - REGULAR	292.00
*** TOTAL ***	2121.01 ***

ADDITIONAL DOCUMENTS REQUIRED PRIOR TO ISSUANCE:
 WORKER'S COMPENSATION CERTIFICATE FOR CONTRACTORS WITH EMPLOYEES
 OWNER/AGENT FORM (WHEN ANYONE OTHER THAN THE OWNER OR CONTRACTOR PICKS UP PERMIT)
 SCHOOL DEVELOPMENT FEE RECEIPT
 FIRE DEPARTMENT RECEIPT

COPY - APPLICANT

COUNTY OF SANTA CRUZ - ALUS 3.0 CASHIER: STL
 RECEIPT FOR PAYMENT DATE: 08/02/01
 APPLICATION NO.: 0041679H TIME: 11:42:34
 PARCEL NO.: 026-701-14 RECEIPT NO: 00057026
 DEPOSIT NO: 01214PL

0256

TRANSACTION	FUNDING FOR	DESCRIPTION	FEE AMOUNT
FEE PAID	PROCESS PERMIT	BP PROCESS	922.96
FEE PAID	REVIEW PLANS	BLDC PLN CK	593.33
FEE PAID	VISIT/ASSESS SITE	EC SFD URBAN	209.00
FEE PAID	SCAN,STOR,MANAGE PLN	RECORDS MGMT	15.00
FEE PAID	REVIEW PLANS	Z PLN CK REG	292.00
			2032.29

PAYMENT TYPE	CHECK NO.	RECEIVED FROM	AMOUNT PAID
PERSONAL CHECK	1062	YACHT HARBOR OAKS	2032.29

PLANNING DEPARTMENT

GOVERNMENTAL CENTER



COUNTY OF SANTA CRUZ

701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060
 FAX (831) 454-2131 TDD (831) 454-2123

BUILDING PERMIT APPLICATION

APPLICATION NO: **41679H**

PRINT DATE: 08/02/2001
 APPLICATION DATE: 08/02/2001

PHONE: (831)454-2260 BETWEEN 1-5
 FORM OF PLANS: 'BLUEPRINTS'

PARCEL NO. 026-701-14 SITUS ADDRESS 927 MARIANA CT SANTA CRUZ

PROJECT TYPE: RES
 PROJECT DESCRIPTION:
 Construct a 2 story SFD with 3 bedrooms, 1.5 baths, living and dining rooms, laundry, entry, porch, deck, and attached garage. (Lot 14, Plan 6a).

TRACT NO.: 1423 TRACT NAME: YACHT HARBOR OAKS
 APPLICANT: JOHN CRAYCROFT 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065 BUS: (831) 427-3048
 DESIGNER/ARCHITECT: JOHN CRAYCROFT 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065- BUS: (831) 427-3048
 OWNER: YACHT HARBOR OAKS 700 RIVER ST #14 SANTA CRUZ CA 95060 BUS: (831) 459-6060
 CONTACT: JOHN CRAYCROFT 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065 BUS: (831) 427-3048

NO. OF PERMITS TO BE ISSUED: 1
 PERMIT WILL BE ISSUED TO: OWNER/BUILDER
 MEASURE J ALLOCATION REQUIRED: YES ESTIMATED TIME FOR FIRST REVIEW: 1 WEEKS
 ROUTING:

- BUILDING PLAN CHECK
- DPW DRIVEWAY/ENCRGACHMENT
- ENVIRONMENTAL PLANNING
- CENTRAL FIRE PROTECTION DIST'
- HOUSING
- MEASURE J
- EMERGENCY SERVICES
- ZONING REVIEW

APPLICATION FEES: RECEIPT: 00057026 DATE PAID: 08/02/2001
 BUILDING PERMIT PROCESSING 922.96
 BUILDING PLAN CHECK 593.33
 EROSION - SFD URBAN 209.00
 RECORDS MANAGEMENT FEE 15.00
 ZONING PLAN CHECK - REGULAR 292.00
 *** TOTAL *** 2032.29 ***

ADDITIONAL DOCUMENTS REQUIRED PRIOR TO ISSUANCE:
 WORKER'S COMPENSATION CERTIFICATE FOR CONTRACTORS WITH EMPLOYEES
 OWNER/AGENT FORM (WHEN ANYONE OTHER THAN THE OWNER OR CONTRACTOR PICKS UP PERMIT)
 SCHOOL DEVELOPMENT FEE RECEIPT
 FIRE DEPARTMENT RECEIPT

COPY - APPLICANT

=====

COUNTY OF SANTA CRUZ - ALUS 3.0 CASHIER: STL 1==
 RECEIPT FOR PAYMENT DATE: 08/02/01
 APPLICATION NO.: 0041678H TIME: 11:41:35
 PARCEL NO.: 026-701-09 RECEIPT NO: 00057025
 DEPOSIT NO: 01214PL

0257

TRANSACTION	FUNDING FOR	DESCRIPTION	FEE AMOUNT
FEE PAID	PROCESS PERMIT	BP PROCESS	976.96
FEE PAID	REVIEW PLANS	BLDG PLN CK	628.05
FEE PAID	VISIT/ASSESS SITE	EC SFD URBAN	209.00
FEE PAID	SCAN,STOR,MANAGE PLN	RECORDS MGMT	15.00
FEE PAID	REVIEW PLANS	Z PLN CK REG	292.00
			2121.01

PAYMENT TYPE	CHECK NO.	RECEIVED FROM	AMOUNT PAID
PERSONAL CHECK	1062	YACHT HARBOR OAKS	2121.01

PLANNING DEPARTMENT



COUNTY OF SANTA CRUZ

ENVIRONMENTAL CENTER

701 OCEAN STREET SANTA CRUZ CALIFORNIA 95060
 FAX (831) 454-2131 TOO (831) 454-2123

BUILDING PERMIT APPLICATION

APPLICATION NO. : **41678H**

PRINT DATE: 08/02/2001
 APPLICATION DATE: 08/02/2001

PARCEL NO. SITUS ADDRESS
026-701-09 1471 JOSE AV SANTA CRUZ
026-701-14 927 MARIANA CT SANTA CRUZ

PHONE: (831)454-2260 BETWEEN 1-5
 FORM OF PLANS: BLUEPRINTS

PROJECT TYPE: RES
 PROJECT DESCRIPTION:
 Construct a 2 story SFD with 4 bedrooms, 2 baths, living and dining rooms, laundry, entry, porch, deck, and attached garage. (Lot 9, Plan 6b).

TRACT NO.: 1423 TRACT NAME: YACHT HARBOR OAKS
 APPLICANT: ~~JOHN CRAYCROFT~~ BUS: (831) 427-3049
 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065
 DESIGNER/ARCHITECT: JOHN CRAYCROFT BUS: (831) 427-3048
 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065-
 OWNER: YACHT HARBOR OAKS BUS: (831) 459-6060
 700 RIVER ST #14 SANTA CRUZ CA 95060
 CONTACT: JOHN CRAYCROFT BUS: (831) 427-3048
 1244 HAPPY VALLEY RD SANTA CRUZ CA 95065

NO. OF PERMITS TO BE ISSUED: 1
 PERMIT WILL BE ISSUED TO: OWNER/BUILDER
 MEASURE J ALLOCATION REQUIRED: YES
 ROUTING: ESTIMATED TIME FOR FIRST REVIEW: 6 WEEKS

- BUILDING PLAN CHECK
- DPW DRIVEWAY/ENCROACHMENT
- ENVIRONMENTAL PLANNING
- CENTRAL FIRE PROTECTION DIST
- HOUSING
- MEASURE J
- EMERGENCY SERVICES
- ZONING REVIEW

APPLICATION FEES:	RECEIPT: 00057025	DATE PAID: 08/02/2001
BUILDING PERMIT PROCESSING		976.96
BUILDING PLAN CHECK		628.05
EROSION - SFD URBAN		209.00
RECORDS MANAGEMENT FEE		15.00
ZONING PLAN CHECK - REGULAR		292.00
*** TOTAL ***		2121.01 ***

- ADDITIONAL DOCUMENTS REQUIRED PRIOR TO ISSUANCE:
- WORKER'S COMPENSATION CERTIFICATE FOR CONTRACTORS WITH EMPLOYEES
 - OWNER/AGENT FORM (WHEN ANYONE OTHER THAN THE OWNER OR CONTRACTOR PICKS UP PERMIT)
 - SCHOOL DEVELOPMENT FEE RECEIPT
 - FIRE DEPARTMENT RECEIPT

CLIENT:
Yacht Harbor Oaks
700 River Street
Santa Cruz, CA 95060

JOB:
Yacht Harbor Oak
Jose Ave @ Capitola
Santa Cruz, CA 95060

BID:
122.01.01
Site Work

		QUAN	UNIT \$	TOTAL
0102	SUPERVISION	3 mo	6412.333	19,237.00
3104	TEMP. STRUCTURES	3 mo	250.000	750.60
3106	TEMP. WATER	1 Is	735.000	735.00
3107	TEMP. POWER	3 mo	650.000	1,950.00
3109	TEMP. PHONE	3 mp	125.000	375.00
3129	SOILS ENGINEER	1 Is	8500.000	8,500.00
3130	SURVEY	1. Is	20000.000	20,000.00
0200	BUILDING DEMOLITION	1 Is	16136.000	16,136.00
3201	SITE DEMOLITION	1 Is	3399.000	3,399.00
3203	CLEAR & GRUB SITE	1 ls	6171.000	6,171.00
0204	EXCAVATION, FILL, GR	2000 cy	15.541	31,082.00
0205	OFF HAUL 1. Building Pads 2. Curbs & Sidewalks 3. Driveway Approaches 4. Road	1750 cy	14.845	25,978.00
0206	LOT SUBGRADE	1 ls	16456.000	16,456.00
0207	STREET SUBGRADE	1 Is	24157.000	24,157.00
0208	SANITARY SEWER	1 Is	88385.000	88,385.00
0209	STORM DRAINAGE	1 Is	20209.000	20,209.00
0210	WATER DISTRIBUTION	1 Is	44579.000	44,579.00
0215	SITE CONCRETE	1 Is	83621.000	83,621.00
0224	BASE ROCK	1 Is	52907.000	52,907.00
0239	SIGNS/STRIPING	1 Is	2005.000	2,005.00
0260	PAVING AND SURFACING	1 Is	34420.000	34,420.00

(Continued)

** DETAILED.BID SHEET **

BID: 122.01.01

0259

		QUAN	UNIT \$	TOTAL
0270	STREET LIGHTS	4 ea	4450.000	17,800.00
0272	TRAFFIC CONTROL	1 ls	7932.000	7,932.00
0280	PG&E TRECH PACKAGE ESTIMATE	1 ls	45000.000	45,000.00

BID SHEET TOTAL:

=====
571,784.00

May 9, 2001

Brooks Properties
Bill Brooks
700 River St. #14
Santa Cruz, CA 95060

Dear Bill:

At your request, we have prepared the following proposal to prepare construction drawings for the 16 proposed residences for the Yacht Harbor Oaks subdivision. Based on the approved Design Drawings, the project includes 6 basic design models. Further variation has been made by use of reverse floor plans, addition options, and a variety of exterior material combinations. Please note that for purpose of structural drawings there are 7 basic models, since one of the #2 models has significant additions that will require separate structural analysis, and drawings.

The following represents a breakdown of our proposed services as well as associated costs:

Architectural and Construction Drawings:

Complete sets of seven basic plans (1A, 2A, 2A, 3A, 4, 5A, 6A)
Estimated Fee: 1890 sq. ft. average size @ \$2.25/sq. ft. = \$4252 x 7 = \$29,764

Complete sets for 9 additional homes:
Reproduction Fee: \$500 x 9 = \$4,500

Site plans for each individual site:
Estimated Fee: \$450 ea. x 16 = \$7,200

Submit plans, permit expediting:
Estimated Fee: \$1,800

Total Fees: \$43,264 (2,700/unit)

Printing/Blueprints, vellums + 15 sets per unit:
Estimated Cost: \$5,200

Structural Engineering Services (by others)

At this time we are waiting an estimates from engineering offices. These figures are based on costs for similar jobs performed in the past.

Structural Analysis, Calculations, Details

Estimated Fee:
Base plans--7 @ \$3,000 = \$21,000
Reproduction Fee--9 @ \$500 = \$4,500

Estimated cost of structural engineering services: \$25,500 (\$1,595/unit)

*

Proposal and Agreement for Design Services

5/25/01

Owner: Brooks Properties
Bill Brooks
700 River St. #14
Santa Cruz, CA 95060

Project: Yacht Harbor Oaks subdivision

Services and Costs:

Architectural and Construction Drawings:

Complete sets of seven basic plans (1A, 2A, 2A, 3A, 4, 5A, 6A)

Estimated Fee: 1890 sq. ft. average size @ \$2.25/sq. ft. = \$4252 x 7 = \$29,764

Complete sets for 9 additional homes:

Reproduction Fee: \$500 x 9 = \$4,500

Site plans for each individual site:

Estimated Fee: \$450 ea. x 16 = \$7,200

Submit plans, permit expediting:

Estimated Fee: \$1,800

Total Fees: \$43,264 (2,700/unit)

Project Schedule:

Phase 1: Model 4 (Lot 10); Model 1 (Lot 1, 4, 13)

Phase 2: Model 2 (Lot 2, 5); Model 2B (Lot 12), Model 3 (Lots 3, 6, 7, 11)

Phase 3: Model 5 (Lots 15, 16); Model 6 (Lots 8, 9, 14)

Payment Schedule

Based upon projects of a similar nature, the cost of these services to be \$43,264 with a retainer of \$2,500 to initiate work. Progress payments to be made at completion of each phase. Upon completion of all services the retainer will be applied to the final billing.

Related Services – (by others under separate contract):

Structural Engineering Services

At this time we are waiting on estimates from engineering offices. These figures are based on costs for similar jobs performed in the past.


Structural Analysis, Calculations, Details


Estimated Fee:

Base plans – 7 @ \$3,000 = \$21,000

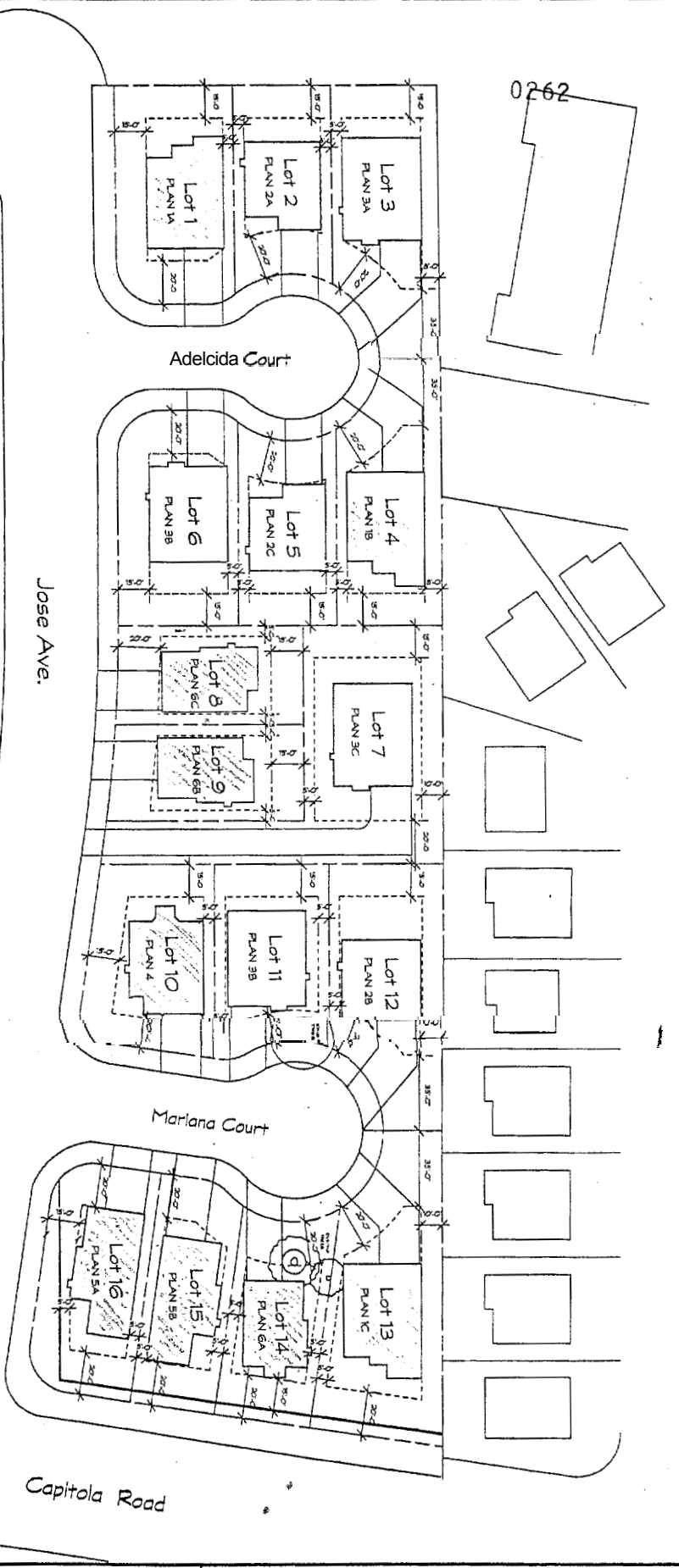
Reproduction Fee – 9 @ \$500 = \$4,500

Estimated cost of structural engineering services: \$25,500 (\$1,595/unit)

Designer: 

Owner: 

0262



ARE CALCULATIONS

LOT #	DESIGN PLAN	HEATED AREA	TYPE	LOT SIZE	COVERAGE / %	S.C. CO. FAR
LOT 1	PLAN 1A	2036 SF	4 ERM / 3 BATH	5503 SF	36.8%	2404 SF 44%
LOT 2	PLAN 2A	1930 SF	3 BR-1/2 V2 BATH	4070 SF	47.4%	2035 SF 50%
LOT 3	PLAN 3A	2200 SF	4 ERM / 3 BATH	5768 SF	38.1%	2529 SF 43%
LOT 4	PLAN 1B	1930 SF	3 BR-1/2 V2 BATH	4061 SF	47.5%	2035 SF 50%
LOT 5	PLAN 2C	2036 SF	4 ERM / 3 BATH	5503 SF	36.8%	2404 SF 44%
LOT 6	PLAN 3B	2264 SF	4 ERM / 3 BATH	6009 SF	37.7%	2593 SF 43%
LOT 7	PLAN 3C	1444 SF	4 BR-1/2 V2 BATH	4058 SF	35.6%	1782 SF 43%
LOT 8	PLAN 6C	1448 SF	4 BR-1/2 V2 BATH	4058 SF	35.7%	1782 SF 44%
LOT 9	PLAN 6B	1448 SF	4 BR-1/2 V2 BATH	4058 SF	35.7%	1782 SF 44%
LOT 10	PLAN 4	1718 SF	4 BR-1/2 V2 BATH	4880 SF	35.2%	2092 SF 41%
LOT 11	PLAN 3B	2000 SF	3 BR-1/2 V2 BATH	6201 SF	32.3%	2363 SF 38%
LOT 12	PLAN C	2215 SF	4 ERM / 3 BATH	7004 SF	31.6%	2593 SF 36%
LOT 13	PLAN 6A	1300 SF	3 BR-1/2 V2 BATH	4293 SF	30.3%	1654 SF 38%
LOT 14	PLAN 5B	1635 SF	3 BR-1/2 V2 BATH	4205 SF	38.9%	200 SF 50%
LOT 15	PLAN 5A	1835 SF	3 BR-1/2 V2 BATH	4360 SF	42.1%	212 SF 48%

7 BASIC MDLS

MODEL #1 1A-LOT 1 1B-LOT 4 1C-LOT 13	MODEL #2 2A-LOT 2 2C-LOT 5	MODEL #3 3A-LOT 3 3B-LOT 6, 11 3C-LOT 7	MODEL #4 4A-LOT 14 4B-LOT 9	MODEL #5 5A-LOT 15 5B-LOT 16	MODEL #6 6A-LOT 14 6B-LOT 9	MODEL #7 7A-LOT 14 7B-LOT 9	MODEL #8 8A-LOT 14 8B-LOT 9
---	----------------------------------	--	-----------------------------------	------------------------------------	-----------------------------------	-----------------------------------	-----------------------------------



SITE PLAN
(SHOWING LOCATION OF PROPOSED RESIDENCES)
T = 50'

NOTE:
PREPARED FROM TENTATIVE MAP
BY PLANNING ENGINEERS (97789)
SEE TENTATIVE MAP AND IMPROVEMENT
PLANS FOR LOT DIMENSIONS, STREET,
SIDEWALK DETAILS, AND OTHER IMPROVEMENTS

Note: Construction on Lots 8, 9, 14 to be by Habitat for Humanity

33

SITE PLAN	APN: 026-173-47	REVISED DESIGN DRAWINGS SANTOS SUBDIVISION RD. JOSE AVE CAPITOLA SANTA CRUZ, CA	JOHN CRAYCROFT AND ASSOCIATES RESIDENTIAL DESIGN AND PLANNING 1244 HAPPY VALLEY RD. SANTA CRUZ CA 95065 831-427-3048
	DATE: 12/20/00 3/01		



CHIEN & ASSOCIATES INC.
STRUCTURAL ENGINEERS

871 Coleman Ave., #200
San Jose, CA 95110-1831
Tel: (408) 293-0813
Fax: (408) 293-0890

Page 1 of 3
Proj No. 2087
Fri 06-08-01

Mr. John Craycroft
John Craycroft and Associates
Residential Design and Planning
1244 Happy Valley RD
Santa Cruz, CA 95065

Structural Engineer Fee
Yacht Harbor Oak Subdivision, Santa Cruz, CA

Dear Mr. Craycroft,

Thank you for the opportunity to propose our services to you. This quick letter briefly describes our scope of work and service fee for Yacht Harbor Oaks Subdivision.

PROJECT DESCRIPTION

This is a residential multi-family housing project of 16 units. The architect of this project is John Craycroft and Associates Residential Design and Planning ("Architect"). There are 6 two-story plans, ranging from 1,310 to 2,200 square feet. Plans 1, 2, 3, 6 have three elevations, plan 5 has two elevations and plan 4 has one elevation of minor variation occurring at the front of the house. Each building pad is assumed flat so that the foundation would not be sloped or stepped.

The followings are the details of each plan.

Plan 1, new design
2 story, 2036 SF living areas, 430 SF attached garage, with 3 elevations
A, B, C
reverse plan for elevations B, C

Plan 2, new design
2 story, 1830 SF living areas, 410 SF attached garage, with 3 elevations
A, B, C
reverse plan for elevation C

Plan 3, new design
2 story, 2200 SF living areas, 440 SF attached garage, with 3 elevations
A, B, C
reverse plan for elevation B

(Continued on Page 2)

Plan 4, new design
2 story, 1713 SF living areas, 462 SF attached garage, with 1 elevation A

Plan 5, new design
2 story, 1835 SF living areas, 458 SF attached garage, with 2 elevations A, B
reverse plan for elevation B

Plan 6, new design
2 story, 1310 SF living areas, 423 SF attached garage, with 3 elevations
A, B, C
reverse plan for elevations B, C

Note: Lot by lot submittal will be billed as hourly rate.

TYPE OF CONSTRUCTION

1. Roof framing will be primarily prefabricated trusses covered with CDX roof sheathing and non-tile roofing (weight less than 3 psf).
2. Floor framing will be TJI or similar prefabricated floor trusses covered with CDX floor sheathing.
3. Foundation will be a "T" footing system with a raised wooden floor in the living areas and a floating concrete slab-on-grade in garages.
4. Exterior finish will be 3-coat stucco and siding.

SCOPE OF SERVICE AND FEE

We will perform all vertical and lateral calculation, and prepare the structural framing plans, the foundation plans and the construction details in AutoCAD. We will work with the city/county to pass the plan check.

For the above scope of work, we propose a fixed fee of \$29,650.00. This is a one time flat fee including value engineering review/meeting prior to start engineering.

(Continued on Page 3)

Page 3 of 3
Proj No. 2057
Fri 06-08-01
Structural Engineer Fee

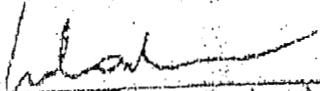
0265

EXTRA WORK

The above fee does not cover framing walk-throughs nor does it cover the field hours that we may be requested to assist the construction. However, we strongly recommend that you hire us to perform framing walk-throughs.

If the above terms are acceptable, we will submit a complete proposal to further describe our agreement. I appreciate your time of review and please feel free to call me if you have any questions.

Respectfully Submitted,



Robert Q. Le Project Manager

YACHT HARBOR OAKS

16 Lot Subdivision
Capitola Road and Jose Ave.
Santa Cruz, California

0266

December, 2000

FINISHED LOT COST

	<u>Per lot</u>
Land and Entitlements \$2,050,000 ÷ 16	\$128,125.
Carrying cost 18 months \$1,020,000 @ 12%	11,475.
Map recording, bonding and all on/off site Improvements to finish	23,000. <i>prior estimate</i>
Finished lot cost (with or without sale to Habitat for Humanity)	<u>\$162,600.</u>

House Construction Cost

~~House @ 1310 sq. ft., permits and utility hook-up
Cost @ \$80. sq. ft. \$104,800.~~

Sale and Profit/Loss

~~Measure "J" maximum sales price \$190,000.
Cost to build house only 104,800.
Profit on house only \$ 85,200.
Habitat for Humanity payment 75,000.
Loss by selling to Habitat for Humanity \$ 10,200.
Loss for two lots on sale to Habitat for Humanity \$ 20,400.~~

n/a

VIA P N S 010
08/29/01

C O U N T Y O F S A N T A C R U Z

VIA P N P 010L
07:59:18

PARCEL INQUIRY BY APN

0267

APN.....	026 641 04	STATUS R	REAPPRAISABLE ? NO
SITUS.....	930 CAPITOLA AV	SANTA CRUZ	
ASSESSEE NAME...	YACHT HARBOR OAKS		
	C/O BROOKSIDE PROPERTIES WM BROOKS		
MAILING STREET..	700 RIVER STREET #14		3 OR 4 UNITS/2+ BLDGS
CITY/STATE/ZIP..	SANTA CRUZ	CA 95060	PCOR... Y
	----- CURRENT -----		
DOCUMENT NUMBER.	2001-0008609	REC.DATE 2-21-01	PP ACCT.....
NO. PARCELS.....	001	IND. SP	TAX CODE AREA.. 82-040
FULL VALUE.....		DEED TYPE 01	EXEMPTION CODE..
	----- PREVIOUS -----		
DOCUMENT NUMBER.	2001-0008608	REC.DATE 2-21-01	PRIMARY USE.... 032
NO. PARCELS.....	001	IND. SP	MULTIPLE SITUS. YES
FULL VALUE.....		DEED TYPE 01	ETALS..... NO
PREV. ASSESSEE..	YACHT HARBOR OAKS	ETAL ALL TC	COMMENTS.....
			SUPP VALUES.... YES
			TS 57.00
NEXT APN, OR...	PF1=MULT SITUS	PF5=TRANSFERS	PF21=APN TRANS HIST
	PF7=VALUES	PF10=HISTORY	PF6=ETALS
			PF11=CHARACTERISTICS

VIAPNS050
08/29/01

C O U N T Y O F S A N T A C R U Z

VIAPNPOSOLI
07:57:37

PARCEL INQUIRY BY APN OF TRANSFERS

0268

APN	026 641 04						F.V/ VEST.	REAP.CODE/ %INT.
VOL PG/ SERIAL NO.	REC. DATE	IND. S.P.	NO. PAR.	D/TP	PCOR			
2001-0008609	2-21-01		001	01	Y	N/A	NO	
	YACHT.HARBOR OAKS ETAL ALL TC					TS	57.00	
2001.-0008608	2-21-01		001	01	Y	N/A	NO	
	YACHT HARBOR OAKS ETAL ALL TC					TS	57.00	
2000-0060057	12-05-00		001		Y	N/A	N/A	
2000-0060055	12-05-00	2,050,000	001	01	Y	NO	YES-COMPLETED	
	SANTOS ADELAIDA LIFE ESTATE ETAL					LE		
2000-0000000	1-01-00		001	16		N/A	NO	

:
:
PRESS ENTER TO SEE MORE TRANSFERS FOR THIS APN OR
ENTER NEXT APN, OR FOR THIS APN, PF1=BASE INFO, PF6=ETALS,
PF7=VALUES, PF10=HISTORY.

08/23/01
'0:53:57

C O U N T Y O F S A N T A C R U Z
PARCEL INQUIRY BY APN OF VALUES

0269 IAPNS070R
IAPNP070R

APN 026 641 04 STATUS R VALUE ROLL DATE 06/18/01
SITJS 930 CAPITOLA AV SANTA CRUZ
ASSEESSEE NAME YACHT HARBOR OAKS

	00-01 601	00-01 601	00S	01-02 601	01s
EVENT DATE			2/21/01		2/21/01
DOCUMENT NO.			2001-0008609		2001-0008609
TV/PENAL/VAL CD		56 P	11 B		11 B
LAND		357,794	2,050,000	364,950	2,050,000
IMPROVEMENTS		81,843			
MACH & EQUIP.					
PER. PROP.					
TOTPL TAXABLE		439,637	2,050,000	364,950	2,050,000
LESS EXEMPS					
NET PROP VALU		439,637	2,050,000	364,950	2,050,000

NC%/JRNL/EX
SEE 02663118 : TYPE 'H' (HELP) FOR HELP PROMPTERS
KEY APN, THEN PRESS 'ENTER'.
PRESS 'ENTER' TO SEE MORE VALUES.



COUNTY OF SANTA CRUZ Planning Department

SUBDIVISION, COASTAL DEVELOPMENT, RESIDENTIAL DEVELOPMENT, ROADWAY/ROADSIDE EXCEPTION & PRELIMINARY GRADING APPROVAL PERMIT

Owner: Adelaida Santos Life Estate
Address: 104 Redding Road
Campbell, CA 95008

Permit Number 99-0178
Parcel Number 028-631-18

PROJECT DESCRIPTION AND LOCATION

Permit to create sixteen single-family residential parcels and construct sixteen single-family homes, demolish three residential structures, grade approximately 1,750 cubic yards of earth and construct a six-foot high sound wall within street-side yard setbacks. Includes a subdivision, Coastal Development Permit, Residential Development Permit, Roadway/Roadside Exception, and Preliminary Grading Approval.

SUBJECT TO ATTACHED CONDITIONS

Approval Date: March 22, 2000
Expiration Date: April 5, 2002 (if not exercised)

Effective Date: April 5, 2000

- This project requires a coastal zone permit which is not appealable to the California Coastal Commission. It may be appealed to the Planning Commission. The appeal must be filed within 14 calendar days of action by the decision body.
- This project requires a Coastal Zone Permit, the approval of which is appealable to the California Coastal Commission. (Grounds for appeal are listed in the County Code Section 13.20.110.) The appeal must be filed with the Coastal Commission within 10 business days of receipt by the Coastal Commission of notice of local action. Approval or denial of the Coastal Zone Permit is appealable. The appeal must be filed within 14 calendar days of action by the decision body.

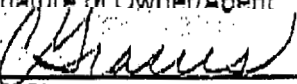
This permit cannot be exercised until after the Coastal Commission appeal period, if applicable. Contact Coastal Commission staff to determine the end of their appeal period. Permittee is to contact Coastal staff at the end of the appeal period prior to commencing any work.

A Building Permit must be obtained (if required) and construction must be initiated prior to the expiration date in order to exercise this permit. **THIS PERMIT IS NOT A BUILDING PERMIT.**

By signing this permit below, the owner agrees to accept the terms and conditions of this permit and to accept responsibility for payment of the County's costs for inspections and all other actions related to noncompliance with the permit conditions. This permit shall be null and void in the absence of the owner's signature below.


Signature of Owner/Agent

5-3-01
Date


Staff Planner

3/22/00
Date

08/29/01 DS3
10:17:35

COUNTY OF SANTA CRUZ - ALUS 3.0
DISCRETIONARY APPLICATION SNAPSHOT 0271

I-ALPDR200
ALSDR200

APPLICATION APPLICATION REVIEW PARCEL
NUMBER: 01-0034 : DATE: 1/29/01 : LEVEL: 6 : NUMBER: 026 641 04
----- @ 701 OCEAN ST -----

* PRESS 'F4' TO SEE THE PROJECT TYPES AND PLANNERS STATUS: APPROVED :

TRACT NAME: TRACT NO.:

OWNER NAME: YACHT HARBOR OAKS

APPLICANT NAME: HAMILTON-SWIFT LAND USE & DEVELOPMENT

SPECIAL PROGRAM: NONE NO. OF PARCELS : 1

NEW COMMERCIAL SQUARE FOOTAGE: NEW RESIDENTIAL UNITS:

* PRESS 'F5' TO SEE ZONING, GENERAL PLAN, SUPERVISORIAL DISTRICT, ETC)

----- PROJECT DESCRIPTION -----

Permit to amend approved 16-lot subdivision 99-0178 **by** revising
the footprint, elevations, and floor plan of the single family
dwellings. Requires an Amendment to Subdivision 99-0178. Property
is located at the southwest corner of Jose Avenue and Capitola
Road.

ALL DATA HAS BEEN DISPLAYED.

08/29/01 DS3
10:20:19

COUNTY OF SANTA CRUZ - ALUS 3.0
DISCRETIONARY APPLICATION SNAPSHOT 0272

I-ALPDR200
ALSDR200

APPLICATION APPLICATION REVIEW PARCEL
NUMBER: 99-0538 : DATE: 7/29/99 : LEVEL: 6 : NUMBER: 027 051 09 :
----- @ 701 OCEAN ST -----

* PRESS 'F4' TO SEE THE PROJECT TYPES AND PLANNERS STATUS: IN PROCESS :
TRACT NAME: TRACT NO.: 1424

OWNER NAME: PERES JUDY FATIMA U/W
APPLICANT NAME: BROOKS PROPERTIES ATTN:BILL BROOKS
SPECIAL PROGRAM: NONE : NO. OF PARCELS : 3
NEW COMMERCIAL SQUARE FOOTAGE: : NEW RESIDENTIAL UNITS: 9 :

* PRESS 'F5' TO SEE ZONING, GENERAL PLAN, SUPERVISORIAL DISTRICT, ETC:

-----PROJECT DESCRIPTION-----

Proposal to create eleven single-family residential parcels where two -
parcels and two single-family dwellings currently exist, demolish the
existing dwellings and construct eleven new single-family homes. Requires a
Subdivision, a Coastal Development Permit and a Lot Line Adjustment to
transfer a portion of APN 027-151-24 to APN 027-151-09. Property is located

ALL DATA HAS BEEN DISPLAYED PF8-DESC FORWARD KEY NEW NUMBER

08/29/01 DS3
10:20:19

COUNTY OF SANTA CRUZ - ALUS 3.0
DISCRETIONARY APPLICATION SNAPSHOT 0273

I-ALPDR200
ALSDR200

APPLICATION	APPLICATION	REVIEW	PARCEL
NUMBER: 99-0538	DATE: 7/29/99	LEVEL: 6	NUMBER: 027 051 09

* PILES ~'F4' TO SEE THE PROJECT TYPES AND PLANNERS STATUS: IN PROCESS :
TRACT NAME: TRACT NO.: 1424

OWNER NAME: PERES JUDY FATIMA U/W
 APPLICANT NAME: BROOKS PROPERTIES ATTN: BILL BROOKS
 SPECIAL PROGRAM: NONE NO. OF PARCELS : 3
 NEW COMMERCIAL SQUARE FOOTAGE: NEW RESIDENTIAL UNITS: 9

* PRESS 'F5' TO SEE ZONING, GENERAL PLAN, SUPERVISORIAL DISTRICT, ETC.
 -----PROJECT DESCRIPTION-----
 on the east side of 7th Avenue (at 546 and 570 - 7th Avenue), directly
 south of the railroad tracks.

 ALL DATA HAS BEEN DISPLAYED PF7-DESC BACKWARD KEY NEW NUMBER

HABITAT FOR HUMANITY
Balance Sheet
As of May 31, 2001

Exhibit "E"

0274

	May 31, '01
ASSETS	
Current Assets	
Checking/Savings	
Checking Accounts	53,475.35
Savings Accounts	110,944.67
Impound Accounts	18,975.33
Total Checking/Savings	183,395.35
Total Current Assets	183,395.35
Fixed Assets	
Equipment	6,307.19
Land	247,459.54
2342 Juan Pablo Home	59,489.00
Total Fixed Assets	313,255.73
Other Assets	
Construction in Progress	419,426.40
Investments	483,559.60
Homeowner Receivables	302,453.52
Other Note Receivables	6,640.95
Total Other Assets	1,212,080.47
TOTAL ASSETS	1,708,731.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,607.87
Total Accounts Payable	1,607.87
Other Current Liabilities	
Family Partnership Liability	3,595.00
Impound Liability	18,975.33
Mortgage Deposits	8,610.00
Payroll Liabilities	948.72
Total Other Current Liabilities	32,129.05
Total Current Liabilities	33,736.92
Long Term Liabilities	
Note Payable - J. Gretzinger	10,000.00
Total Long Term Liabilities	10,000.00
Total Liabilities	43,736.92
Equity	
Perm. Restricted Net Assets	247,459.54
Temp. Restricted Net Assets	5,105.69
Unrestricted Net Assets	1,269,743.00
Incr. (Decrease) Net Assets-PY	30,282.79
Net Income	112,403.61
Total Equity	1,664,994.63
TOTAL LIABILITIES & EQUITY	1,708,731.55

What Does Habitat Contribute to the Santa Cruz Community?

- Habitat homes provide affordable homeownership opportunities for very low income households.
- Habitat homes are usually the only opportunity for very low income households to become homeowners.
- Habitat helps local governments in Santa Cruz County in addressing their affordable housing needs and meeting their Inclusionary housing and Redevelopment requirements.
- Habitat represents the Santa Cruz community with residents from throughout the County represented on the Board of Directors and in many other volunteer positions.

What Can Habitat and Developers Do Together?

- Habitat can help developers in meeting their inclusionary housing requirements.
- Habitat can bring local expertise, labor and community participation to a housing development.

About Habitat in Santa Cruz County:

Habitat for Humanity is an ecumenical, international ministry with Christian roots, dedicated to the elimination of poverty housing. Habitat for Humanity provides volunteer labor, discounted materials, and no-interest mortgages to very low income families who qualify and work 500 hours helping build their own homes.

Habitat for Humanity is an international organization with 890 local chapters. In the Santa Cruz County chapter, over 250 community volunteers are involved in site selection, fund raising, building preparation, construction, family selection, administration, finance and legal issues.

Building affordable housing in Santa Cruz County is a particular challenge because of high housing costs. However, due to the volunteer labor and donated materials, Habitat is able to deliver attractive housing units at very affordable prices to the lower income households that they serve. For example, homes recently completed by Habitat were provided in the price range of \$100,000-\$165,000. This is approximately 1/3 the cost of the median priced home of approximately \$420,000 for the area.

What Others Say:

During the past 13 years, Habitat has worked with several local agencies in Santa Cruz County in cooperatively providing affordable housing opportunities.

In 1999-2000, the City of Capitola Redevelopment Agency and Habitat partnered to build six homes for very-low income families.

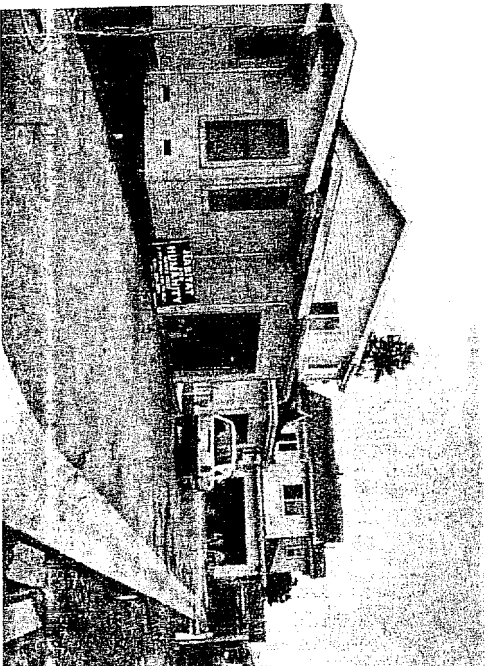
"Working with the Habitat organization was a planner's dream. The volunteers are highly professional and entirely committed, fun and easy to work with. We learned a great deal from our successful project and look forward to working with them on future affordable housing in the city. We would recommend the city leap at the chance to work with Habitat as a way to help meet their affordable housing needs."

Kathy Malloy
Former Interim City Manager and
Planning Director,
City of Capitola

From 1990-2000, the Santa Cruz County Redevelopment Agency and Habitat have built six affordable homes. In most cases, the County provided the land at no cost and Habitat provided the materials for the homes and then built them with volunteer labor.

"Since one of the Redevelopment Agency's goals is to help solve the low income crisis, we have partnered with Habitat for Humanity on several occasions and have been pleased with the results. Habitat's volunteers have been conscientious and enthusiastic in developing workable plans and timetables. The end results have been homes that fit into the neighborhoods and meet the needs of low income families which achieve the goals of both Habitat and the Redevelopment Agency."

Tom Burns
Director, Redevelopment Agency
County of Santa Cruz



From 1987-2000, Habitat for Humanity has built 24 homes throughout Santa Cruz County. Habitat has worked with or is currently working with the following governmental partners in providing affordable housing:

City of Scotts Valley

City of Capitola, Redevelopment Agency

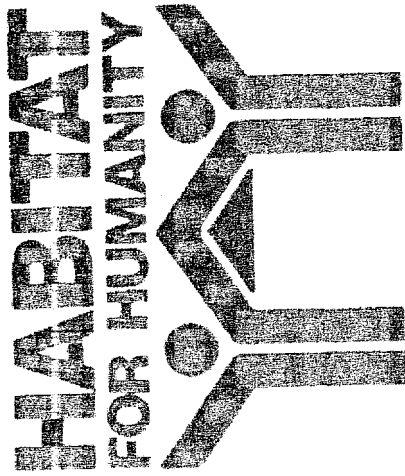
County of Santa Cruz, Redevelopment Agency

City of Watsonville, Redevelopment Agency

Housing Authority of the County of Santa Cruz

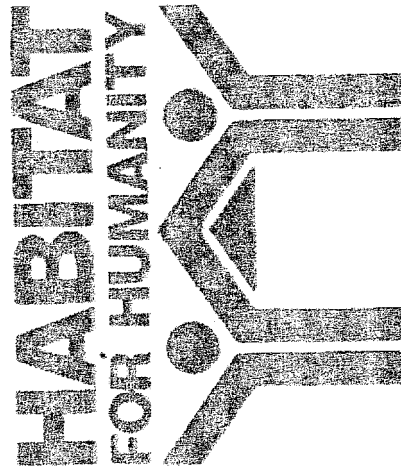
Key Facts:

- 24 homes developed and 86 people housed in those homes.
- Annual incomes of families assisted are below \$30,000.
- Families contribute a minimum of 500 hours of labor constructing their homes.
- 250 local residents have volunteered time and labor.



SANTA CRUZ COUNTY

Habitat for Humanity in Santa Cruz County is a non-profit organization dedicated to providing affordable homeownership opportunities for lower income families.



SANTA CRUZ COUNTY

For further information, contact Dan Kriege at (831) 476-4752 or Kriege@surfneta.com

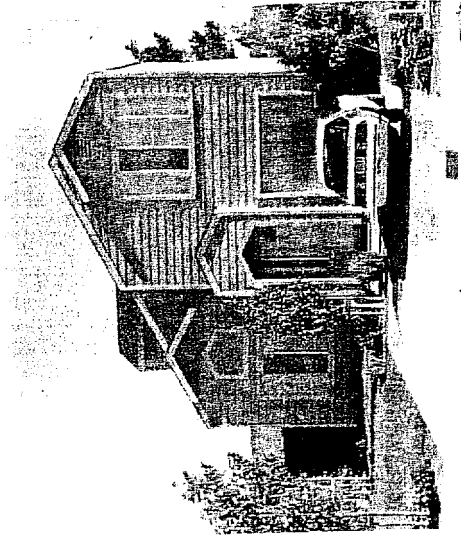
Habitat for Humanity

PO Box 1538

Aptos, California 95001

E-Mail: Habitat@cruzio.com

(831) 685-0671



Example of a home built by Habitat in the Watsonville area.

DANIEL F. KRIEGE
202 CHERRY AVE., SUITE ONE
CAPITOLA, CA. 95010

0277

1/2

FACSIMILE TRANSMITTAL SHEET

TO:

Suzanne
~~SUSAN~~

FROM: DANIEL Q. KRIEGE

Fax: (831)476-5451

Phone (831)476-4752

Aug 29, 01

PLANNING DEPT

SUSAN: Attached is a quarterly
Summary submitted to Capitola
for a CDBG grant for our last
Project of 6 homes in
Capitola

Construction material cost	350,000
Volunteer labor @ 15/hr	322,000
Pro bono services	62,000
Swan equity (home owner)	37,000
CDBG Grant (infrastructure)	301,000
Other	121,000

Any questions - please call

DAN KRIEGE 476 4752

AKC EXPENSE SUMMARY

A. H. Sorenson
Sorenson

2/2

SUMMARY OF ANDY KRIEGER CORNER COSTS IN DOLLARS, FISCAL AS OF 9/30/00

Category/Report #	HABITAT OUT OF POCKET COSTS (excluding COBG funded costs)										TOTAL TO DATE	PERCENT OF TOTAL		
	1Q	2Q	3Q	4Q	5Q	6Q	7Q	8Q	9Q	10Q				
Private Funds (Construction, material, school fees, architect, etc.)	25388	7178	37596	44867	48643	34553	44861	46099	30082	32938	350205	4483		
Purchase	0	0	1630	10200	6770	2000	2000	6940	5290	2000	36830	471		
Swack Equity @ \$10/Hour (Total hours = 3683)														
Volunteer Labor @ \$15/Hour (Total hours = 21,487)	11025	19865	42845	48720	43360	36350	38790	32625	30480	18610	322230	4125		
Pro Bond Services (Material in-hand, donated services)	14786	0	6793	8525	6350	10368	13069	1817	2216	0	62114	785		
Other (Lunches, etc)	0	0	1200	1300	1300	1300	1300	1300	1300	750	9750	125		
CUMULATIVE TOT	51199	26843	89854	111612	104613	84561	100020	88781	69068	56288	781129			
COBG COST SUMMARY: (THESE COSTS WERE EXPENDED BY HABITAT BUT WERE REIMBURSED BY COBG FUNDS)														
1. Telephone #	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL
INFRASTRUCTURE														
Masonry Pen Engg				394	1358	111082	18815	87147	900	44806	281	39213		501073
Soils						525				1410	187			5035
Survey			5030	1403		1855					1481			6200
Permits			2307	726							930			7048
Plan Check			3000	3000		3000					954			3041
Sewer									6000		3000			18000
Under					698				3356		10068			14123
Drain Gas									7862					7862
Drain Fee	1000	6173												7173
City Plan Fee			5700											5700
Bad Advert			466											466
ACTIVITY DELIVERY														
Freight Design	8643	2773	1361	3124	1755	1963	613				680			19232
Insurance					66	132	66	198	366	384				1902
GENERAL DELIVERY														
Hand Staff Billing	1375	250	250	250	250	250	250	250	750	125				4000
1ST TIME HOMEBUYER														24000
OVER RUN ADJUSTMENTS											611	-1792		42448
COBG TOTAL											2403			42487

NOTES:
 1. COBG TOTAL WAS ACTUALLY \$422487 DIFFERENCE DUE TO ROUNDING
 2. FREIGHTS (INFRASTRUCTURE) DESIGN COST DOES NOT INCLUDE MONEY PAID TO MILLER
 3. 1ST TIME HOMEBUYER WAS PAID OUT OF CDBG FUNDS AND THEN REIMBURSED TO HABITAT

88

Habitat For Humanity

Construction Schedule

YACHT HARBOR OAKS

Aug. 21, 2001

Weeks 1 thru 6 Set and pour foundations , driveways and garages

Weeks 7 thru 15 install rough plumbing and gas lines, install floor joist and floor
Frame first and second floor framing, install plywood sheeting

Weeks 16 thru 20 Frame roof and install sheeting and roof, install windows and exterior
siding

Weeks 20 thru 26 Finish rough plumbing and electorol, finish sideling

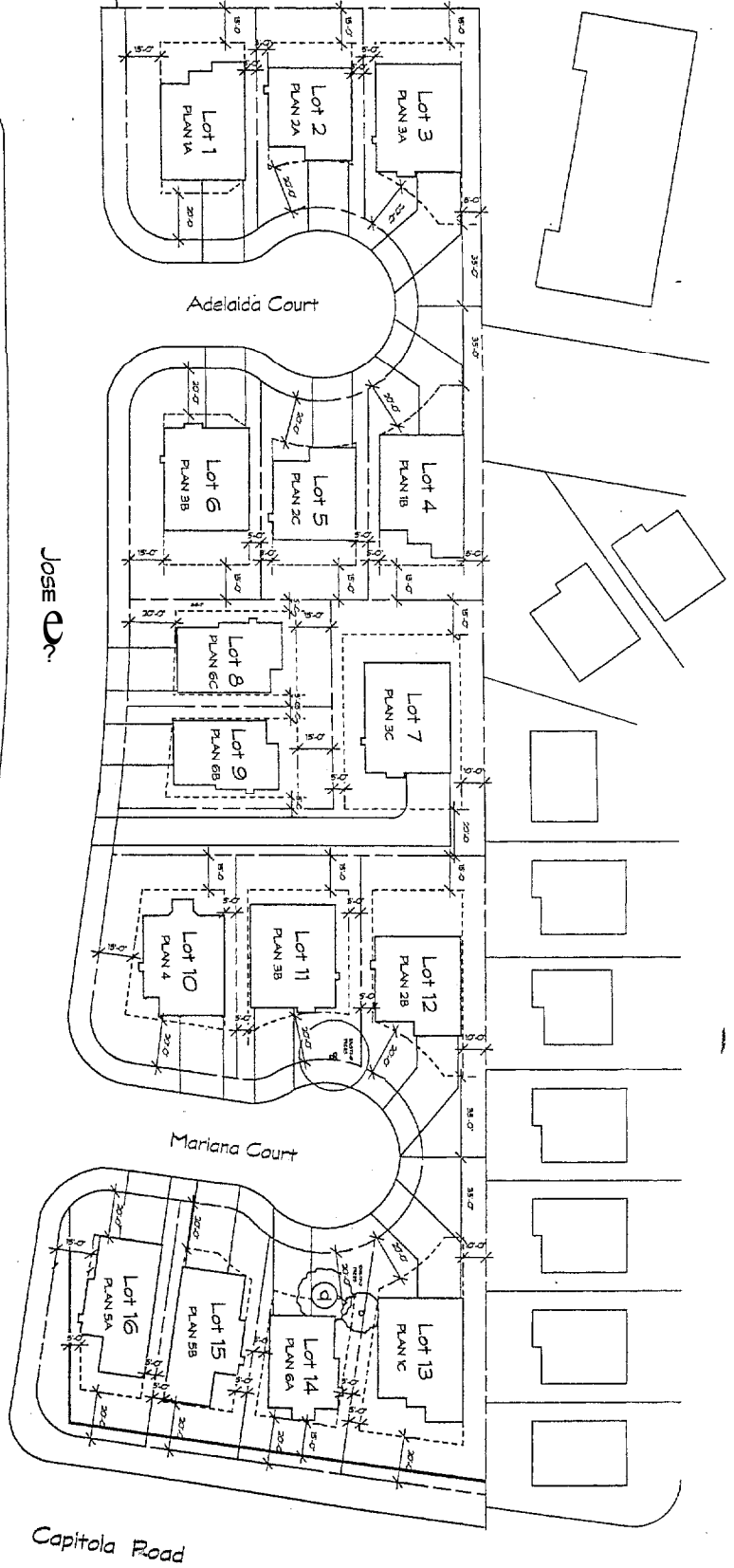
Weeks 27 thru 36 Paint exterior, install sheetrock

Weeks 37 thru 45 tape texture and paint interior, finish electorol, install tile in baths

Weeks 46 thru 50 Finish interiors, install all cabinets

Weeks 51 thru 53 Install landscape and cleanup

This schedule is for three homes ans cpuld be delayed by a very wet winter



AREA CALCULATIONS

LOT #	DESIGN PLAN	HEATED AREA	TYPE	LOT SIZE	COVERAGE / %	S.C. CO. FAIR
LOT 1	PLAN 2A	2036 SF	4 BDRM / 3 BATH	5503 SF	1680 SF 30%	2424 SF 44%
LOT 2	PLAN 2A	1830 SF	3 BDRM / 2 1/2 BATH	4070 SF	1384 SF 32%	2035 SF 50%
LOT 3	PLAN 3A	2200 SF	4 BDRM / 3 BATH	5768 SF	1724 SF 29%	2529 SF 43%
LOT 4	PLAN B	212 SF	4 BDRM / 3 BATH	5706 SF	1704 SF 29%	2480 SF 43%
LOT 5	PLAN 2C	1830 SF	3 BDRM / 2 1/2 BATH	4061 SF	1384 SF 32%	2035 SF 50%
LOT 6	PLAN 3B	2036 SF	4 BDRM / 3 BATH	5552 SF	1639 SF 29%	2364 SF 42%
LOT 7	PLAN 3C	2264 SF	4 BDRM / 3 BATH	725 SF	1760 SF 24%	2593 SF 36%
LOT 8	PLAN 4	1448 SF	4 BDRM / 2 1/2 BATH	4056 SF	1361 SF 33%	1782 SF 44%
LOT 9	PLAN 6B	178 SF	3 BDRM / 2 1/2 BATH	5393 SF	1490 SF 28%	2092 SF 39%
LOT 10	PLAN 3B	2036 SF	4 BDRM / 2 1/2 BATH	4880 SF	1639 SF 33%	2364 SF 48%
LOT 11	PLAN 2B	200 SF	3 BDRM / 2 1/2 BATH	6201 SF	1475 SF 23%	2263 SF 38%
LOT 12	PLAN C	225 SF	4 BDRM / 3 BATH	7004 SF	1780 SF 25%	2593 SF 36%
LOT 13	PLAN 6A	1830 SF	3 BDRM / 2 1/2 BATH	4293 SF	1230 SF 28%	1654 SF 38%
LOT 14	PLAN 5B	1835 SF	3 BDRM / 2 1/2 BATH	4205 SF	1546 SF 36%	2100 SF 50%
LOT 15	PLAN 5A	1835 SF	3 BDRM / 2 1/2 BATH	4367 SF	1546 SF 35%	2102 SF 48%
LOT 16	PLAN 5A	1835 SF	3 BDRM / 2 1/2 BATH	4367 SF	1546 SF 35%	2102 SF 48%

Note: Construction on Lots 8,9,14 to be by Habitat for Humanity.

7 BASIC MODELS	
MODEL #1 1A-LOT 1 1B-LOT 4 1C-LOT 13	MODEL #4 4-LOT 10
MODEL #2 2A-LOT 2 2C-LOT 5	MODEL #5 5A-LOT 15 5B-LOT 16
MODEL #3 3A-LOT 3 3B-LOT 6,11 3C-LOT 7	MODEL #6 6A-LOT 14 6B-LOT 9 6C-LOT 8

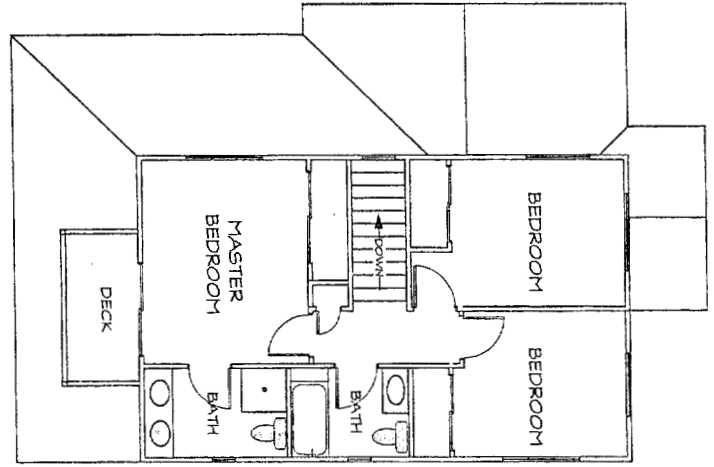


SITE PLAN

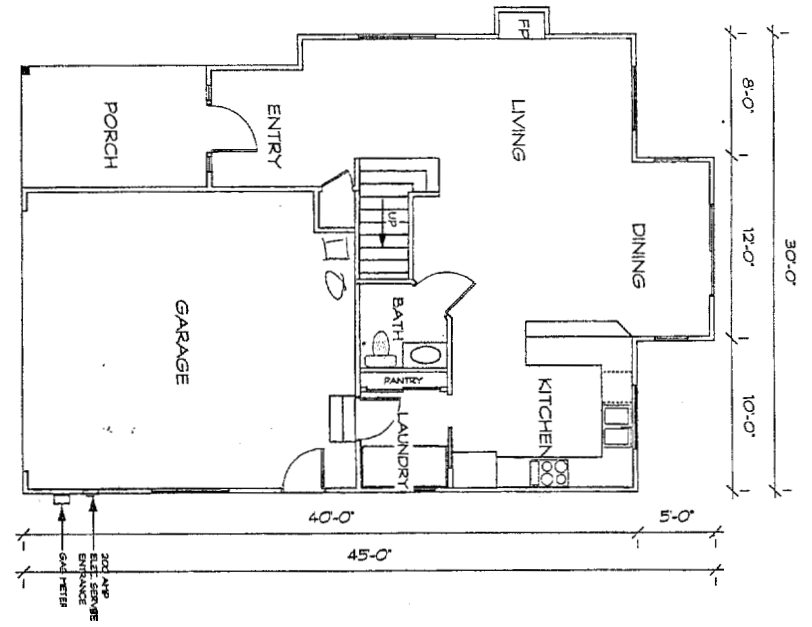
(SHOWING LOCATION OF PROPOSED RESIDENCES)
T = 50'

NOTE:
PREPARED FROM TENTATIVE MAP
BY PLANNING ENGINEERS (8/7/99)
SEE TENTATIVE MAP AND IMPROVEMENT
PLANS FOR LOT DIMENSIONS, STREET,
SIDEWALK DETAILS, AND OTHER IMPROVEMENTS

SITE PLAN 2	APN: 026-173-47	REVISED DESIGN DRAWINGS	JOSE OS SUBDIVISION RD. AVE CAPITOLA SANTA CRUZ, CA	RESIDENTIAL DESIGN AND ASSOCIATES RESIDENTIAL DESIGN AND PLANNING 1244 HAPPY VALLEY RD. SANTA CRUZ CA 95065 831-427-3048
	DATE: 12/21/00, 3/1/01			



SECOND FLOOR



FIRST FLOOR
1/8"=1'

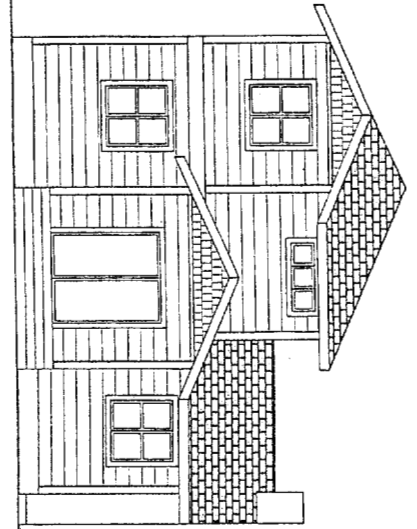
PLAN GA

- FIRST FLOOR -- 702 SF
- SECOND FLOOR -- 608 SF
- TOTAL HEATED -- 1310 SF
- COVERED PORCH -- 146 SF
- GARAGE -- 423 SF
- LOT COVERAGE -- 1230 SF

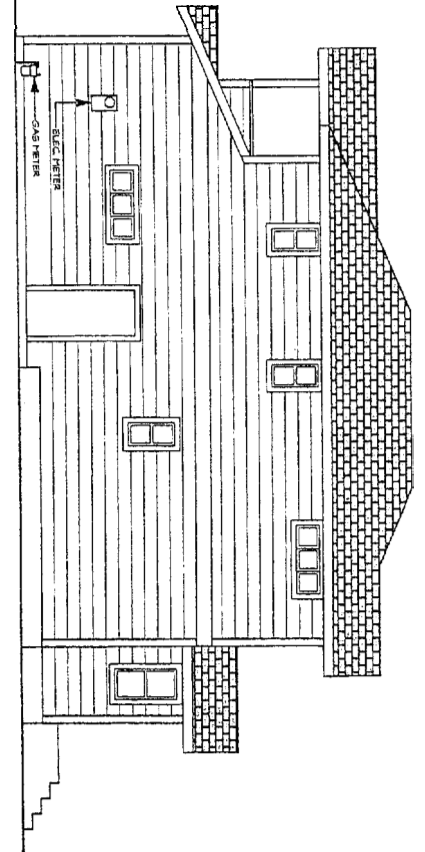
PAG 29 N GA	APN: 026-173-47	REVISED DESIGN DRAWINGS SANTOS SUBDIVISION JOSE AVE @ CAPITOLA RD. SANTA CRUZ, CA	JOHN CRAYCROFT AND ASSOCIATES RESIDENTIAL DESIGN AND PLANNING 1244 HWY VALLEY RD. SANTA CRUZ CA 95065 831-427-3048
	DATE 12/21/00, rev. 3/1/01		

0282

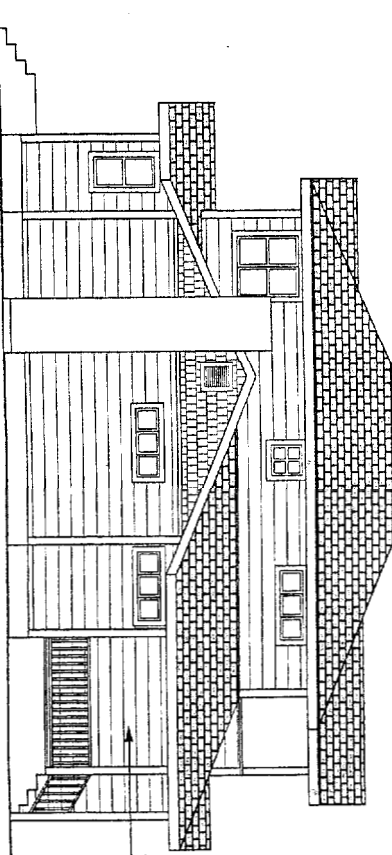
REAR ELEVATION



RIGHT ELEVATION



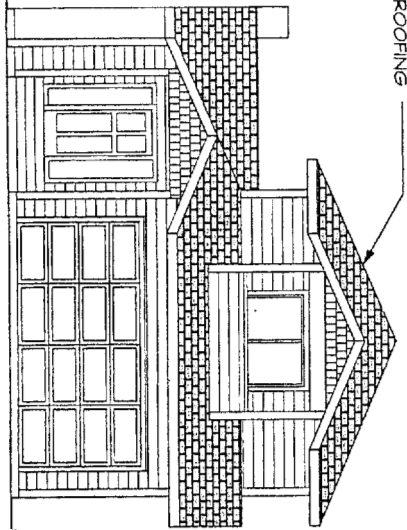
LEFT ELEVATION



HORIZONTAL SIDING

COMPOSITION SHINGLE ROOFING

FRONT ELEVATION
1/8" = 1'



25'-10"

PLAN 6A

PLAN 6A

PAGE
30

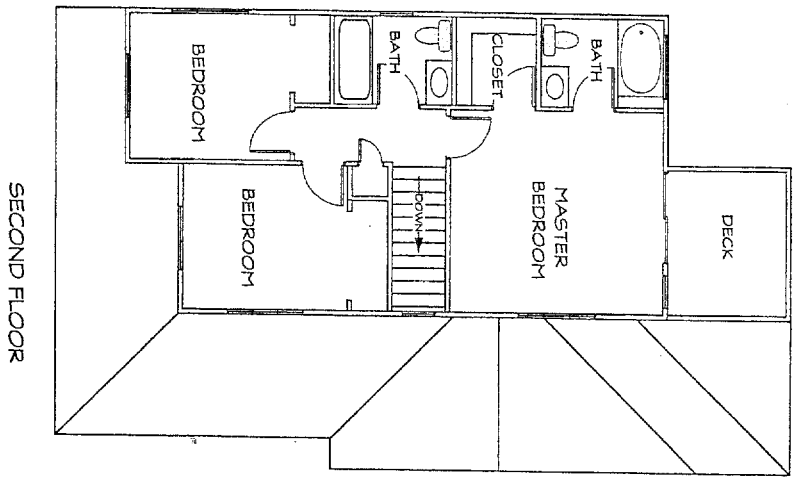
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DATE:
12/21/00, rev. 3/1/01

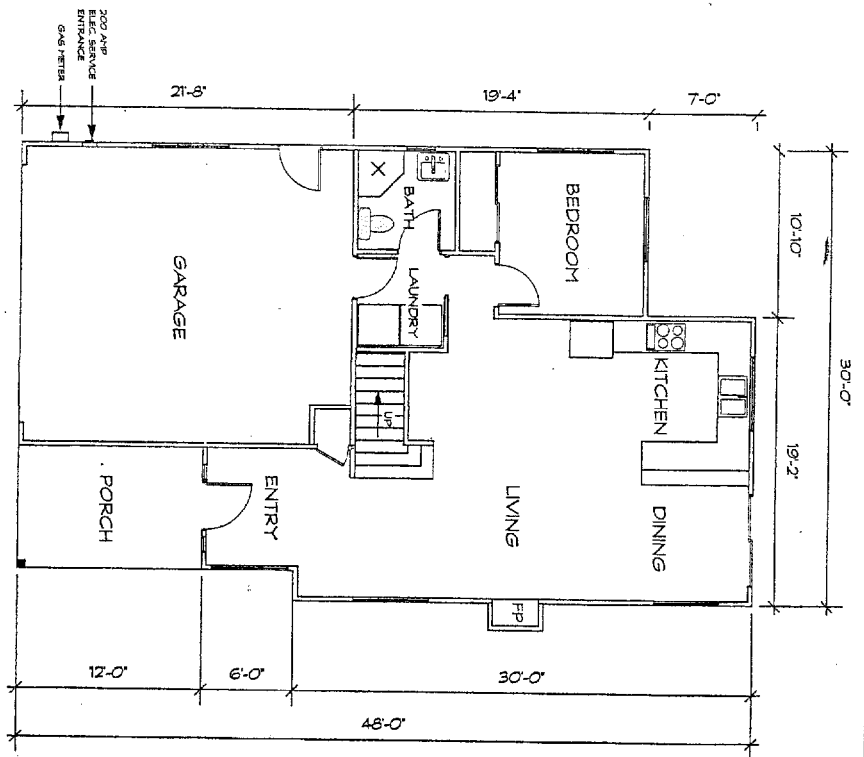
REVISED DESIGN DRAWINGS
SANTOS SUBDIVISION
JOSE AVE @ CAPITOLA RD.
SANTA CRUZ, CA

JOHN CRAYCROFT AND ASSOCIATES
RESIDENTIAL DESIGN AND PLANNING
1244 HAPPY VALLEY RD. SANTA CRUZ CA 95065
831-427-3048

0283



SECOND FLOOR



FIRST FLOOR
1/8"=1'

PLAN GB

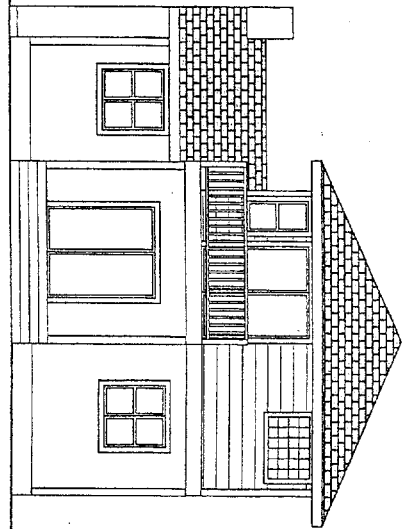
FIRST FLOOR -- 816 SF
 SECOND FLOOR -- 640 SF
 TOTAL HEATED -- 1456 SF
 COVERED PORCH -- 146 SF
 GARAGE -- 423 SF
 LOT COVERAGE -- 1334 SF

33

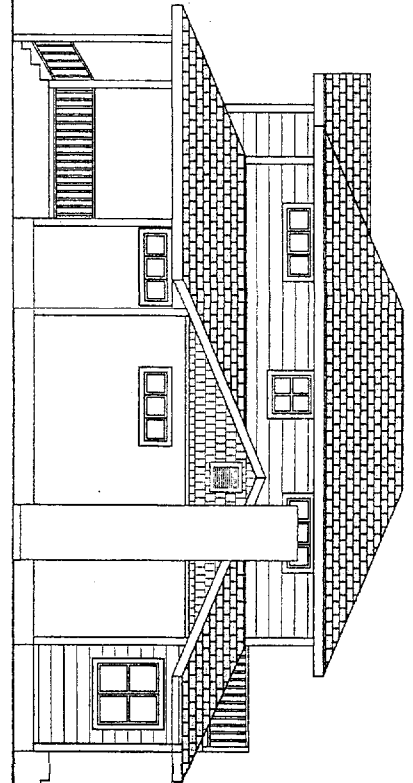
PAGE 31 PLAN GB	APN: 026-173-47	REVISED DESIGN DRAWINGS SANTOS SUBDIVISION JOSE AVE @ CAPITOLA RD. SANTA CRUZ, CA	JOHN CRAYCROFT AND ASSOCIATES RESIDENTIAL DESIGN AND PLANNING 1244 HAPPY VALLEY RD. SANTA CRUZ CA 95065 831-427-3048
	DATE 12/21/00, rev. 3/1/01		

0284

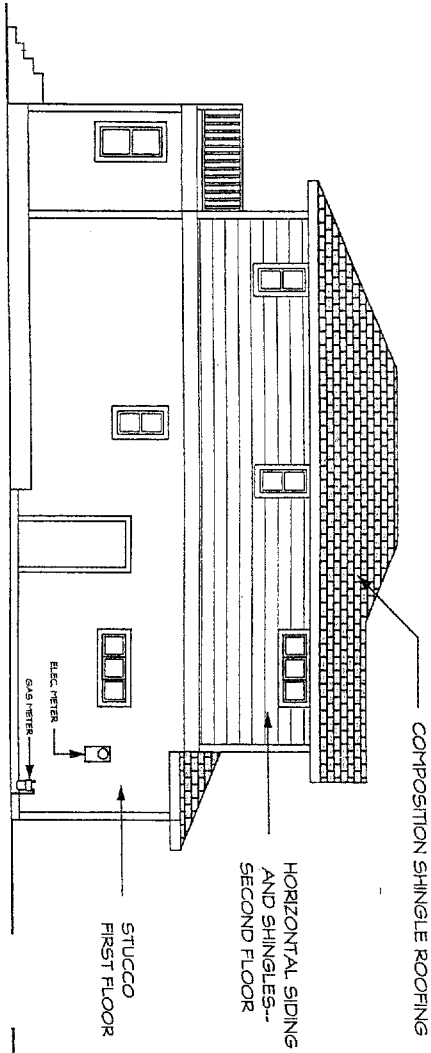
REAR ELEVATION



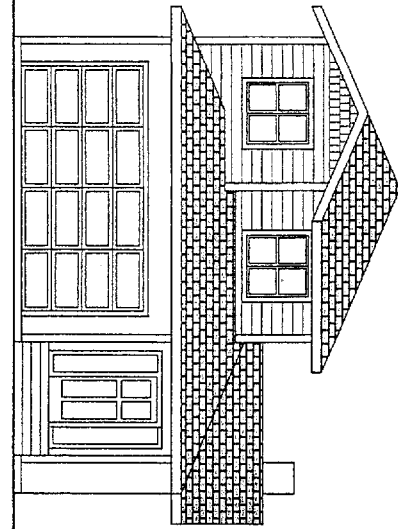
RIGHT ELEVATION



LEFT ELEVATION



FRONT ELEVATION
1/8" = 1'



25'-10"

PLAN 6B

PLAN 6B

AGE
32

APN: 026-173-47

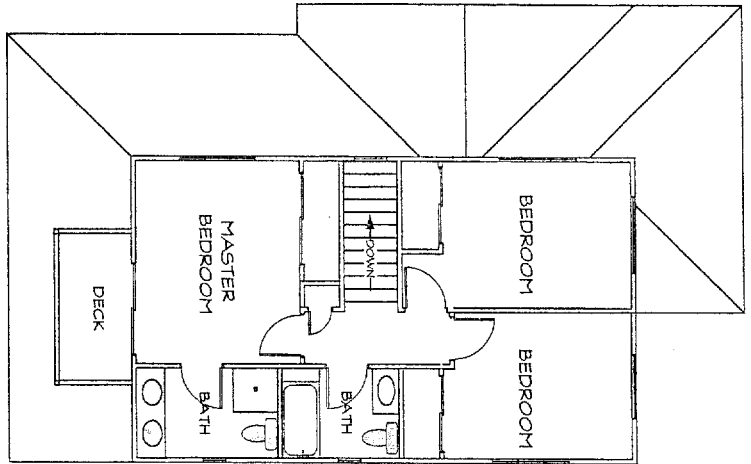
DATE:
12/21/00, rev. 3/1/01

REVISED DESIGN DRAWINGS
SANTOS SUBDIVISION
JOSE AVE @ CAPITOLA RD.
SANTA CRUZ, CA

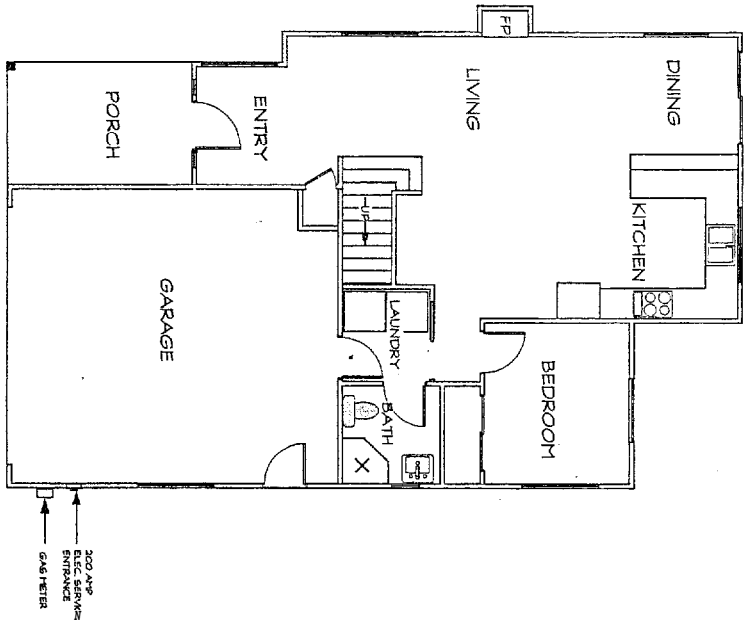
JOHN CRAYCROFT AND ASSOCIATES5
RESIDENTIAL DESIGN AND PLANNING
1244 HAPPY VALLEY RD. SANTA CRUZ CA 95065
831-427-3048

0285

SECOND FLOOR



FIRST FLOOR
1/8"=1'



PLAN GC

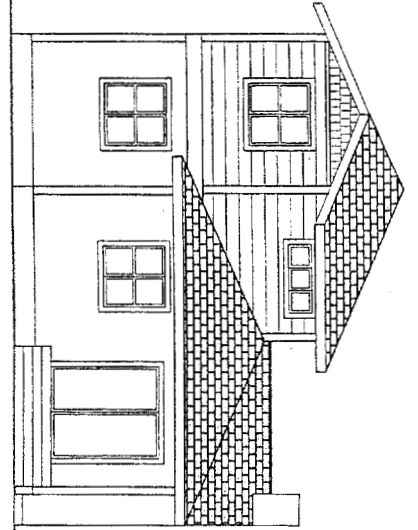
FIRST FLOOR --	816 SF
SECOND FLOOR --	628 SF
TOTAL HEATED --	1444 SF
COVERED PORCH --	146 SF
GARAGE --	423 SF
LOT COVERAGE --	1334 SF

33

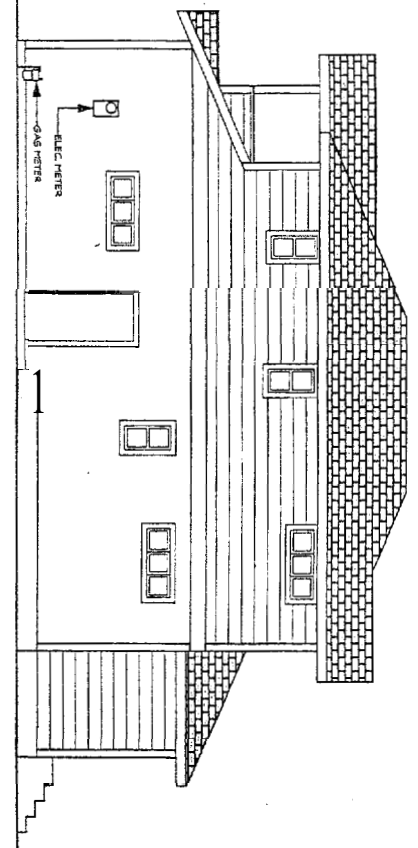
PAGE 33 PLAN GC	APN: 026-173-47	REVISED DESIGN DRAWINGS SANTOS SUBDIVISION JOSE AVE @ CAPITOLA RD. SANTA CRUZ, CA	JOHN CRAYCROFT AND ASSOCIATES RESIDENTIAL DESIGN AND PLANNING 1244 HWY VALLEY RD. SANTA CRUZ CA 95065 831-427-3048
	DATE: 12/21/00, rev. 3/1/01		

0286

REAR ELEVATION



RIGHT ELEVATION

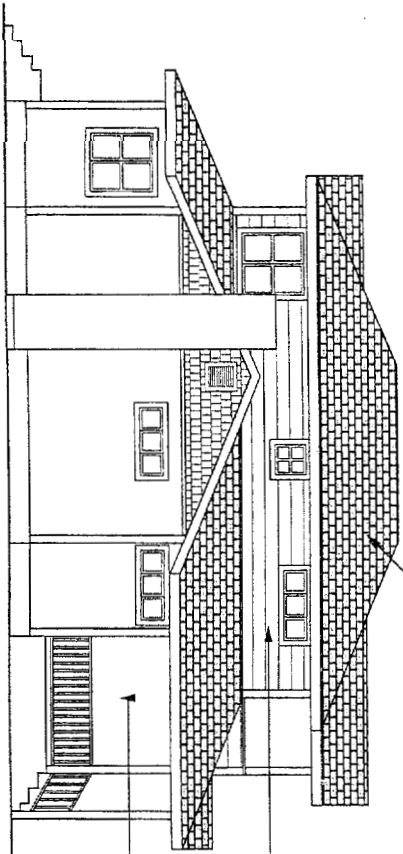


COMPOSITION SHINGLE ROOFING

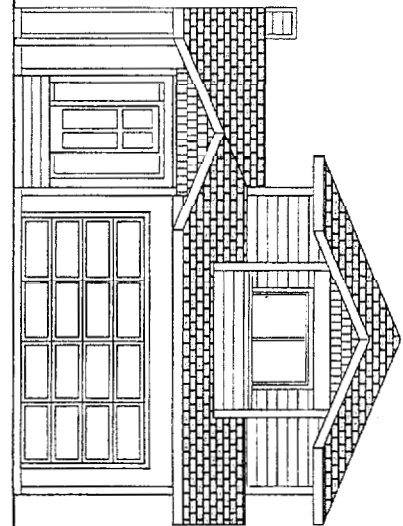
HORIZONTAL SIDING
AND SHINGLES--
SECOND FLOOR

STUCCO--
FIRST FLOOR

LEFT ELEVATION



FRONT ELEVATION
1/8" = 1'



25'-10"

PLAN GC

PLAN GC

PAGE
34

APN: 028-173-47

DATE:
12/2/00, REV. 3/1/01

REVISED DESIGN DRAWINGS
SANTOS SUBMISION
JOSE AVE @ CAPITOLA RD.
SANTA CRUZ, CA

JOHN CRAYCROFT AND ASSOCIATES
RESIDENTIAL DESIGN AND PLANNING
1244 HAPPY VALLEY RD. SANTA CRUZ CA 95065
831-427-3048

Attachment 3

Proposed Affordable Housing Participation Agreement

After recording please return to:

0288

Measure J Housing Program
Santa Cruz County Planning Dept.
701 Ocean Street, Fourth Floor
Santa Cruz, CA 95060

TO BE RECORDED AT NO FEE FOR THE
BENEFIT OF THE COUNTY OF SANTA CRUZ

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM

THIS AGREEMENT is made and entered into this 18 day of September, 2001, by and between the County of Santa Cruz, hereinafter called "COUNTY" and Yacht Harbor Oaks, hereinafter collectively called "DEVELOPER"; and

WHEREAS, DEVELOPER is the owner and developer of that parcel of real property commonly known as Yacht Harbor Oaks, Tract Number 1423, and Assessor's Parcel Number: 026-641-04, hereinafter called "PROPERTY"; and

WHEREAS, DEVELOPER proposes to develop a Sixteen (16) lot subdivision with ZERO remainder lot, and to construct Sixteen (16) residential units, hereinafter called "PROJECT", on the above-described PROPERTY; and

WHEREAS on March 22, 2000, the COUNTY by approval of Residential Development Permit No. 99-0178, approved the development of said PROJECT in a manner consistent with specified terms and conditions, one of such conditions being DEVELOPER's participation in the Affordable Housing Program of the COUNTY; and

WHEREAS it is the intention of both parties to set forth in this separate document the covenants, conditions and restrictions applicable to the certification and participation of the PROJECT in the Affordable Housing Program of the COUNTY.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that DEVELOPER shall participate in the Affordable Housing Program of COUNTY, in accordance with the attached Exhibit A: Inclusionary Housing Provisions (description and construction schedule for affordable units); and with the requirements of the COUNTY's Affordable Housing Program as set forth in the COUNTY's affordable housing ordinance, County Code Chapter 17.10, and the COUNTY's Affordable Housing Guidelines, including any subsequent amendment to said Chapter and/or Guidelines; and with any other regulations and resolutions issued pursuant thereto, all of which are necessary to maintain the affordability of the designated affordable lot(s) and/or housing unit(s) upon sale or resale thereof. In the case of any conflict between the provisions of Exhibit A and the COUNTY's Affordable Housing Program, the stricter shall prevail.

**CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

0289

1. SATISFACTION OF CONDITIONS. COUNTY hereby agrees that execution, recordation and performance of this Agreement, and compliance with the requirements of the COUNTY's Affordable Housing Program, shall constitute satisfaction of those conditions of approval for the PROJECT which relate to fulfillment of DEVELOPER's obligation to provide for the development of affordable housing, and such execution and recordation shall be sufficient in that respect to permit recordation of the subdivision Final Map and issuance of Building Permits subject to the satisfaction of all other applicable conditions of approval and compliance with all provisions of law.
2. RENTAL OR SALE OF AFFORDABLE HOUSING UNIT(S). DEVELOPER agrees that if DEVELOPER offers designated affordable housing unit(s) (hereinafter called "UNIT(S)" for rent pursuant to this Agreement, DEVELOPER shall offer said UNIT(S) for rent in conformance with Exhibit A and to households which are certified by the COUNTY or its designee to be qualified in conformance with the COUNTY's Affordable Housing Program. The sale or conveyance of the PROJECT shall similarly be subject to the execution and recording of a Declaration of Restriction by the purchaser.
3. RECORDATION. DEVELOPER shall execute this Agreement, cause the same to be acknowledged, and deliver said executed and acknowledged document to the County Planning Department. Following execution by the COUNTY, this agreement shall be recorded in the office of the County Recorder of the County of Santa Cruz. COUNTY shall not be obligated to permit the issuance of Building Permits for the PROJECT prior to the recording of this Agreement.
4. LIMITED CONSTRUCTION. Nothing contained herein shall be deemed to constitute compliance with, or waiver of, any provision of law or condition of PROJECT approval except as expressly stated herein with respect to conditions relating to affordable housing units.
5. AGREEMENT BINDING. The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, agents, contractors, subcontractors and grantees of both parties and shall be covenants running with the land. Except as otherwise provided in County Code Chapter 17.10, neither the PROPERTY nor any parcel therein shall be released from the affordability requirement of the COUNTY's Affordable Housing Program due to a trustee's sale or judicial foreclosure
6. WAIVERS. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any statute, ordinance or applicable requirement shall not be deemed to be a waiver of such term, covenant, condition, statute, ordinance or applicable requirement or of any subsequent breach or violation of the same or of any other term, covenant, condition, statute, ordinance or applicable requirement.
7. COSTS AND ATTORNEY'S FEES. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its

**CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

0290

reasonable costs and attorney's fees expended in connection with such as action from the other party.

8. AUTHORITY OF SIGNATORIES. Each signatory hereto represents that he/ she has the legal authority to execute this document and bind the party(s) on whose behalf he/she is signing.

COUNTY OF SANTA CRUZ:

by: _____
Name: Alvin D. James Title: Planning Director

DEVELOPER: (The signature(s) of the DEVELOPER must to be notarized)

By: William L. Smith _____
Title: Property Owner

By: _____
Title: Property Owner

By: _____
Title: Trustee for Deed of Trust

By: _____
Title: Trustee for Deed of Trust

APPROVED FOR CONTENT:

By: _____
Name: Suzanne Ise Title: Housing Coordinator

- ATTACHMENTS: 1) Exhibit A: Inclusionary Housing Provisions
2) Approved Tentative map (8.5" x 11") with affordable lots indicated (to be provided by OWNER)
3) Exhibit B: Table of In Lieu Fees

**CERTIFICATION AND PARTICIPATION AGREEMENT
SANTA CRUZ COUNTY AFFORDABLE HOUSING PROGRAM**

0291

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)

On _____, 200__, before me _____,
personally appeared _____,
 personally known to me, or proved to me on the basis of satisfactory evidence, to be the
person whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by his/her signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

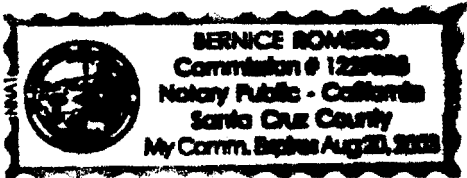
Signature of Notary Public

OWNER ACKNOWLEDGMENT

STATE OF }
COUNTY OF }

On 9-5, 2001, before me Bernice Romero, Notary Public,
personally appeared William Brooks,
 ~~personally known to me, or proved to me on the basis of satisfactory evidence, to be the~~
person(s) whose name is subscribed to the within instrument and acknowledged to me that
he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity, and that by his ~~her/their~~
signature(s) on the instrument the person(s) or the entity(~~ies~~) upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal:



Bernice Romero
Signature of Notary Public

Exhibit A

INCLUSIONARY HOUSING PROVISIONS

A. CONSTRUCTION OF AFFORDABLE HOUSING

DEVELOPER agrees to construct the following affordable housing unit(s) in fulfillment of the inclusionary housing requirements for the PROJECT pursuant to the COUNTY's Affordable Housing Program:

1. Number of Affordable Housing Units To Be Constructed:

_____ (___) affordable unit(s) shall be provided on-site as follows:

Lot Number(s) / Unit Number(s): _____

_____ (___) affordable unit(s) shall be provided off-site as follows:

Project Name:

Tract Number:

Permit Number:

APN(s):

Lot Number(s) / Unit Number(s) / Address(es):

2. Size of affordable unit(s): (average number of bedrooms must equal or exceed the average number of bedrooms in the PROJECT's market rate units)

	<u>No. Units</u>	<u>No. Bedrooms</u>	<u>No. Square Feet</u>
--	------------------	---------------------	------------------------

Moderate Income

Lower Income

Very Low Income

3. Timing of Construction of Affordable Units:

Timing of construction of the affordable housing unit(s) shall be in accordance with the requirements of County Code Chapter 17.10.

B. PAYMENT OF IN-LIEU FEES:

DEVELOPER agrees to pay in-lieu fees, pursuant to subsection 17.10.034 of the Santa Cruz County Code, rather than provide the number of affordable unit(s) required by Section 17.10.030(b). Subsection 17.10.034 also sets forth the in-lieu fees that must be paid for each affordable unit required pursuant to Section 17.10.030(b) and the methods for calculating and paying the fees. The applicable in-lieu fee schedule is attached to this document as Exhibit B.

DEVELOPER and COUNTY acknowledge that this is a _____ parcel subdivision and that _____ affordable unit(s) are required under Section 17.10.030(b). Instead of providing the required affordable unit(s), Developer wishes to provide Zero (0) affordable unit(s) and pay in-lieu fees equal to _____ times the in-lieu fee listed in Exhibit B based on the average sales price, or market value if higher, of all parcels in the subdivision.

DEVELOPER agrees to pay a proportionate percentage of the in-lieu fees upon the sale or transfer of each parcel in the subdivision as follows:

1. Upon entering into each agreement to sell or transfer a parcel, Developer shall provide the County with a copy of the agreement and other information regarding the transfer as may reasonably be required by the County.
2. Upon receipt of the required information for each sale or transfer, except for the last parcel in the subdivision, the County may place a demand into escrow for the proportionate percentage of the in-lieu fees based upon the greater of the actual sales price or the market value of the parcel. If this agreement takes effect after the close of escrow on any parcels in the subdivision, the cumulative proportionate in-lieu fees from the sales of those parcels will be paid to the County out of the initial escrow entered into following the execution of this agreement along with the proportionate in-lieu fee from the parcel which is the subject of that initial escrow. Regardless of whether the County places a demand into escrow for the proportionate payment of in-lieu fees for any parcel, the escrow officer shall make a written request to the Housing Coordinator at the Santa Cruz County Planning Department, 701 Ocean Street, 4th Floor, Santa Cruz, CA 95060, for a calculation of in-lieu fees for each escrow.
3. Upon receipt of the required information for the sale or transfer of the last parcel in the subdivision, the County may place a demand into escrow for the remaining balance of the in-lieu fees required under subsection 17.10.034 based upon the average sales price, or market value if higher, of all parcels in the subdivision. Regardless of whether the County places a demand into escrow for the proportionate payment of in-lieu fees for any parcel, the escrow officer shall make a written request to the Housing Coordinator at the Santa Cruz County Planning Department, 701 Ocean Street, 4th Floor, Santa Cruz, CA 95060, for a calculation of in-lieu fees for each escrow.

4. Developer shall direct escrow to withhold from the proceeds of each sale or transfer, and release to the County upon the close of escrow, funds in the amount of the County's demand.
5. Upon the close of each escrow, escrow shall release to the County the funds demanded above and certified copies of the Buyer's and Seller's closing statements. If the funds are not released to the County, escrow may not close.
6. Concurrent with the payment of the applicable in-lieu fee from the sale of each parcel in the subdivision, the County shall record a release of the affordable housing encumbrances imposed on that parcel through the recorded Participation Agreement.
7. Until the payment of the applicable in-lieu fee, including any cumulative amounts owed, is received by the County from the sale or transfer of any parcel outside of escrow, the County shall not record a release of the affordable housing encumbrances imposed on that parcel through this recorded Participation Agreement.

C. CONSTRUCTION OF AFFORDABLE UNITS BY NON-PROFIT ORGANIZATION ACTING IN PARTNERSHIP WITH DEVELOPER:

DEVELOPER agrees to enter into an agreement with a non-profit developer, pursuant to subsection 17.10.036 of the Santa Cruz County Code, in order to construct the required number of affordable housing unit(s). DEVELOPER and non-profit developer Habitat for Humanity SCC, hereinafter collectively called "PARTNERSHIP," will construct the affordable units as follows:

PARTNERSHIP agrees to construct the following affordable housing unit(s) in fulfillment of the inclusionary housing requirements for the PROJECT pursuant to the COUNTY's Affordable Housing Program:

1. Number of Affordable Housing Units To Be Constructed:

Two (2) affordable unit(s) shall be provided on-site as follows:

Lot Number(s) / Unit Number(s): 8 & 9

_____ () affordable unit(s) shall be provided off-site as follows:

Project Name: _____

Tract Number: _____

Permit Number: _____

APN(s): _____

Lot Number(s) / Unit Number(s) / Address(es): _____

2. Size of affordable unit(s): (average number of bedrooms must equal or exceed the average number of bedrooms in the PROJECT's market rate units)

	<u>No. Units</u>	<u>No. Bedrooms</u>	<u>No. Square Feet</u>
Moderate Income			
Lower Income			
Very Low Income	1	4	1334
	1	3	1230

3. Timing of Construction of Affordable Units:

Timing of construction of the affordable housing unit(s) shall be in accordance with the requirements of County Code Chapter 17.10.036(a)6: "The affordable housing project can reasonably be expected to be constructed and occupied within two years of completion of the associated market rate project."

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POR. N.E. 1/4 SEC. 17,
T.11S., R.1W., M.D.B & M.

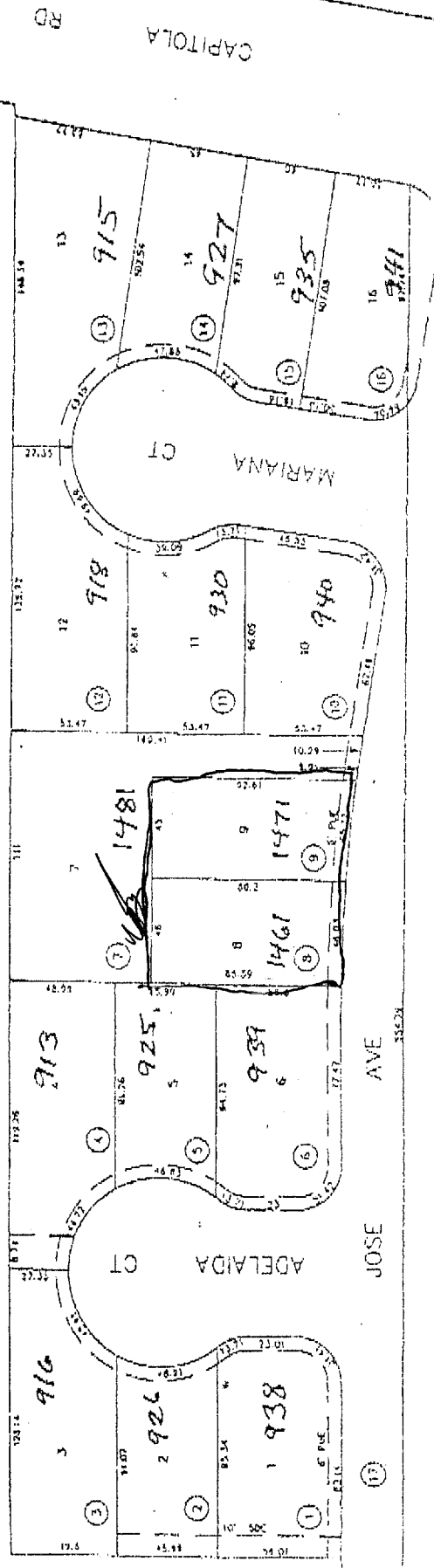
Tax Area Code
82-040

26-70

SANTOS SUB TR# 1423
99M035 5/10/01

SCHOONER CT

APN 26-071-



89RS23
5/13/95

Assessor's Map No. 26-70
County of Santa Cruz, Calif.
July 2001

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

Address/Parcel numbers
U. A. T. 11. 1. 2. 1. 0

Current In-Lieu Fee Schedule
Pursuant to Section 17.10.034 of the Santa Cruz County Code
(Effective October 27, 2000)

Average Home Price		Average Lot Price		In Lieu Fee
From	To Less Than	From	To Less Than	
	\$420,000		\$168,000	\$160,000
\$420,000	\$440,000	\$168,000	\$176,000	\$168,000
\$440,000	\$460,000	\$176,000	\$184,000	\$176,000
\$460,000	\$480,000	\$184,000	\$192,000	\$184,000
\$480,000	\$500,000	\$192,000	\$200,000	\$192,000
\$500,000	\$520,000	\$200,000	\$208,000	\$200,000
\$520,000	\$540,000	\$208,000	\$216,000	\$208,000
\$540,000	\$560,000	\$216,000	\$224,000	\$216,000
\$560,000	\$580,000	\$224,000	\$232,000	\$224,000
\$580,000	\$600,000	\$232,000	\$240,000	\$230,400
\$600,000	\$640,000	\$240,000	\$256,000	\$236,800
\$640,000	\$680,000	\$256,000	\$272,000	\$246,400
\$680,000	\$720,000	\$272,000	\$288,000	\$256,000
\$720,000	\$760,000	\$288,000	\$304,000	\$264,000
\$760,000	\$800,000	\$304,000	\$320,000	\$270,400
\$800,000	\$880,000	\$320,000	\$352,000	\$276,800
\$880,000	\$960,000	\$352,000	\$384,000	\$286,400
\$960,000	\$1,040,000	\$384,000	\$416,000	\$296,000
\$1,040,000	\$1,120,000	\$416,000	\$448,000	\$304,000
\$1,120,000	\$1,200,000	\$448,000	\$480,000	\$312,000
\$1,200,000	\$1,320,000	\$480,000	\$528,000	\$318,400
\$1,320,000	\$1,440,000	\$528,000	\$576,000	\$324,800
\$1,440,000	\$1,600,000	\$576,000	\$640,000	\$331,200
\$1,600,000	\$1,800,000	\$640,000	\$720,000	\$339,200
\$1,800,000	\$2,000,000	\$720,000	\$800,000	\$345,600
\$2,000,000		\$800,000		\$352,000