Recording Requested By: First American Title Insurance Company

When Recorded Mail To:
CITY OF WATSONVILLE
Community Development Dept/Engineering
250 Main Street
Watsonville. CA 95076
Attn: City Clerk
[Recording Fees Exempt Under Govt. Code Sec. 6103]

ASSESSOR'S PARCEL NOS: 018-731-01 THROUGH 018-731-55, INCLUSIVE AND 018-732-01 THROUGH 018-732-46 INCLUSIVE

CITY OF WATSONVILLE

COVENANT RUNNING WITH THE LAND,
STORMWATER CONTROL MEASURES (SCMs), STORMWATER TREATMENT
AND DETENTION FACILITY OPERATIONS
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY
(Subdivisions with Homeowners' Association)

PROJECT: SUNSHINE GARDEN

OWNER NAME: PACIFIC SUNSHINE DEVELOPMENT, LLC

ASSESSOR'S PARCEL NUMBERS: 018-731-01 THROUGH 018-731-55, INCLUSIVE AND 018-732-01 THROUGH 018-732-46 INCLUSIVE

COVENANT RUNNING WITH THE LAND, STORMWATER CONTROL MEASURES (SCMs), STORMWATER TREATMENT AND DETENTION FACILITY OPERATIONS AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY SUNSHINE GARDEN

This Covenant Running with the Land, Stormwater Control Measures (SCMs), Stormwater Treatment and Detention Facility Operations and Maintenance Agreement, and Right of Entry ("Agreement") is
made and entered into thisday of, 2025, ("Effective Date") by and between PACIFIC SUNSHINE DEVELOPMENT, LLC, a California limited liability company ("Property Owner") and
THE CITY OF WATSONVILLE, a municipal corporation ("City").

RECITALS

- A. Property Owner is the owner of real property commonly known as Sunshine Garden, which is the real property located in the City of Watsonville, Santa Cruz County, California Assessor's Parcel Nos.: 018-731-01 through 018-731-55, inclusive and 018-732-01 through 018-732-46 inclusive, more particularly as described on Exhibit A attached hereto and the Map ("Tract Map") entitled "Tract No. 1587 Sunshine Garden", recorded on October 4, 2017 in Volume 127 of Maps at Page 9 in the Office of the Recorder of Santa Cruz County, California (the "Real Property" or "Development").
- B. The Tract Map, which is attached as <u>Exhibit A</u>, was approved by the City of Watsonville for the subdivision of the Real Property for 87 residential lots and common area lots and parcels. A condition of approval of the subdivision required that, a homeowners Association ("Association") shall be formed and shall be responsible, in perpetuity, for the operation, maintenance, repair, and replacement of, among other things, the access easements, detention facilities and all permanent stormwater treatment and control measures included in the Stormwater Control Operations and Maintenance Plan ("O&M Plan") (defined below).
- C. Property Owner is the "Declarant" under those certain conditions, covenants and restrictions for the Property entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNSHINE GARDEN ("CC&Rs"), which are to be recorded on Property simultaneously with this Agreement in the official records of the Santa Cruz County Recorder, California.
- D. City is subject to the State Water Resources Control Board's National Pollutant Discharge Elimination System General Permit No. CAS000004, as amended, and as may be superseded by subsequent NPDES permits that are reissued from time to time ("NPDES Permit").
- E. Stormwater control measures ("SCMs") include and are not limited to stormwater treatment and detention & retention facilities shown on the improvement plans and the project stormwater report.
- F. The NPDES Permit requires the permittee public agencies to provide minimum verification and access assurances that all SCMs be adequately operated and maintained by persons and entities responsible therefor. The SCMs and treatment systems that must be installed, constructed, and maintained on or about the Property ("Stormwater Facilities") are more particularly described in the O & M Plan attached hereto as Exhibit B; full-scale plans and any amendments thereto are on file with City's Public Works Division). The defined term "Stormwater Facilities" includes all pipes, channels or other conveyances built to convey stormwater to the SCMs, as well as all structures, improvements, basins, bioretention facilities, special soils, and vegetation provided to control the quantity and quality of the stormwater, all as set forth in the Improvement Plans.

- G. City is the permittee public agency with jurisdiction over the Property.
- H. The NPDES Permit, Construction General Permit, City Municipal Code, stormwater related guidelines, criteria and other written directions, and any amendments thereto (collectively, "Stormwater Regulations"), development conditions of approval, DA, and the health, safety and welfare of the public, require that the Stormwater Facilities be properly constructed, and adequately operated and maintained on the Property by the Property Owner.
- I. City has approved Property Owner's submitted Stormwater Control Operation and Maintenance Plan prepared by Akers & Associates dated February 3, 2025 (the "O & M Plan," attached hereto as **Exhibit B**). The O & M Plan includes a detailed description of and schedule for long-term maintenance activities of the Stormwater Facilities. The O&M Plan may be subsequently modified from time to time, subject to City's prior written approval.
- J. This Agreement memorializes Property Owner's maintenance, operations, and inspection obligations with respect to the Stormwater Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1. <u>Construction</u>. The Stormwater Facilities shall be constructed by the undersigned Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by City in conformance with Stormwater Regulations. Among other things, the Stormwater Facilities shall accept, treat, and convey public and private stormwater runoff. Property Owner will make available copies of the City-approved Improvement Plans, SWCP, O&M Plan, and any amendments thereto (collectively, "Plans") at the Property and with the facility or property manager (if any). Property Owner (as that term is defined in Section 12) must maintain the Stormwater Facilities in good working condition acceptable to City for the life of the Property in compliance with the Stormwater Regulations and the Plans.
- Inspection and Annual Report. The undersigned Property Owner is required to form the homeowners association ("Association") and record the CC&Rs against the entire Property; such formation is further described in the CC&Rs ("Formation"). Upon Formation, Property Owner shall provide the Association with a copy of this Agreement and the then-current Plans, and shall promptly notify City in writing of the name of the Association, the Association's manager (if any), and the Association address to be used for notices hereunder (see Section 13 below). Before Formation, the undersigned Property Owner shall fully bear all responsibilities under this Agreement. After Formation, references in this Agreement to "Property Owner" shall mean the Association. Property Owner shall have a qualified inspector conduct a minimum of one (1) annual inspection of the Stormwater Facilities before the wet season, between August 1st and September 30th each year. City shall notify Property Owner if more frequent inspections are required. The inspections shall conform to the procedures and requirements set forth in the O & M Plan, including the recordation of the inspection on an "Inspection and Maintenance Checklist" (form provided in the O&M Plan), and an Annual Operation and Maintenance Inspection Report ("Annual Report"), which Property Owner shall complete annually in order to verify that inspection and maintenance of the Stormwater Facilities have been conducted pursuant to this Agreement and the SWCP. The Annual Report shall include all completed Inspection and Maintenance Checklists for the reporting period. The Annual Report shall be submitted no later than November 30th of each year, to

the City at the address in Section 13, below, or to another member of City staff if and as directed by City in writing.

- 3. Responsibility. Notwithstanding anything herein or in the CC&Rs to the contrary, regardless of whether Association delegates the O&M of any components of the Stormwater Facilities to the extent allowed by law, as of Formation, the Association shall bear primary responsibility for the O&M (defined below) of any and all Facilities and associated inspection and reporting, provided that such Association obligations are not intended and shall not be construed to diminish any Property Owner's obligations hereunder or under the CC&Rs. This Agreement shall serve as the signed statement by the undersigned Property Owner for itself and on behalf of the Association, accepting responsibility for the O&M of the Stormwater Facilities as set forth in this Agreement until the responsibility is legally transferred to another person or entity. Before all or any responsibilities under this Agreement are transferred to another person or entity, and before all or any portion of the Property is legally transferred to another person or entity, Property Owner shall provide to City one or more of the following (as determined by City):
- a. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for O&M consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; and/or
- b. In the case of a transfer to any Association, Property Owner must provide City with written text in the CC&Rs assigning O&M responsibilities to the Association; and/or
- c. Any other legally enforceable agreement or mechanism that assigns responsibility for the O&M.

Any and all such text, conditions, and agreements shall be subject to the approval of the City Engineer and the City Attorney. Other provisions regarding Property transfer are set forth in Section 12 below.

- 4. <u>Maintenance</u>. No Property Owner shall destroy or remove (or allow destruction or removal of) the Stormwater Facilities from the Property or modify (or allow modification of) them in a manner that lessens their effectiveness. Property Owner, at its sole cost expense, shall operate, maintain, repair, and replace, to the City's reasonable satisfaction, the Stormwater Facilities in good working order so that they continue to operate as intended, designed and approved in accordance with the Plans and the "Stormwater Regulations". This includes all pipes, channels or other conveyances built to convey stormwater to the Stormwater Facilities as well as all structures, improvements, basins, bioretention facilities, special soils, and vegetation provided to control the quantity and quality of the stormwater, all as set forth in the Plans.
- 5. <u>Sediment Management</u>. Sediment accumulation resulting from the normal operation of the Stormwater Treatment Systems will be managed appropriately by Property Owner. Property Owner will provide for the removal and disposal of accumulated sediments, trash, and debris. Disposal of accumulated sediments shall not occur on the Property unless provided for in the O&M Plan. Any disposal or removal of accumulated sediments, trash, or debris shall be in compliance with all federal, state and local law and regulations and any amendments thereto.

- 6. <u>Necessary Changes and Modifications</u>. In order to ensure that the Stormwater Facilities are adequately maintained and continue to operate as intended, designed and approved, Property Owner, at its sole cost and expense, shall make changes or modifications to the Stormwater Facilities and/or SWCP as City determines reasonably necessary.
- Access to the Property. Property Owner hereby grants permission to the City of Watsonville, 7. County Environmental Health Department, the State Water Quality Control Board, the Santa Cruz County Mosquito Abatement and Vector Control District, the City, and each of their respective officers, officials, volunteers, agents, employees successors, and assigns (each, an "Inspecting Entity" and collectively "Inspecting Entities") to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess, or observe the Stormwater Facilities and the Property in order to ensure that the Stormwater Facilities are being adequately maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to (a) inspect and copy records related to stormwater compliance, and to collect samples and take measurements, and (b) enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement or Stormwater Regulations, is occurring, has occurred, or threatens to occur. Each Inspecting Entity also has a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of any Stormwater Regulations. The applicable Inspecting Entity/ies shall endeavor to provide forty-eight (48) hours advance notice to Property Owner, provided, however, that advance notice will not be necessary if emergency conditions require immediate remedial action.
- 8. Failure to Install, Operate, and/or Maintain. In the event Property Owner fails to install, operate and/or maintain the Stormwater Facilities in good working order acceptable to City and in accordance with this Agreement, the Plans and the Stormwater Regulations, City, and its authorized agents and employees may (but are not obligated to) enter the Property and take whatever steps it deems necessary and appropriate to return the Stormwater Facilities to good working order. Such work shall be at Property Owner's sole cost and expense as set forth in Section 9, below. City will provide reasonable (as may be appropriate for the particular circumstances) advance notice to Property Owner; provided, however that advance notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the Stormwater Facilities and in no event shall this Agreement be construed to impose any such obligation on City. City may require Property Owner to provide a performance bond, security, or other financial assurance providing for the maintenance of the Stormwater Facilities.
- Reimbursement and Payment of Costs. In the event City performs work of any nature (direct or indirect), including work under Section 8, above, any inspections/re-inspections, or other actions City deems necessary or appropriate to return the Stormwater Facilities to good working order, or incurs any direct or indirect costs or expends any funds in or related thereto (including the performance of said work for labor, use of equipment, supplies, materials, and the like); or any penalties, fees, fines, and other monetary and non-monetary penalties, reparations, or mitigations arising out of or related to Property Owner's failure to inspect and maintain and submit reports for the Stormwater Facilities, are imposed on or assessed against City (the foregoing are collectively referred to herein as "Costs"), Property Owner shall reimburse City for such Costs within thirty (30) days of receipt of City's written demand, and/or shall forfeit any required bond upon demand. If the Costs are not paid within the prescribed time period, City may assess Property Owner for the Costs and applicable penalties. Said assessment shall be a lien against the Property or may be placed on the property tax bill and collected at the same time and in the same manner as ordinary municipal taxes are collected as provided in Government Code § 38773.5. The actions

described in this Section 9 are in addition to, and not in lieu of, any and all legal remedies as provided in the CC&Rs, by law or equity, or otherwise available to City as a result of failure to maintain the Stormwater Facilities.

- Indemnification. Property Owner shall indemnify, hold harmless, and defend each of the Inspecting Entities from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, judgments, costs, payments, and fees (including attorney fees), personal injury, death, or property damage, claimed or which might arise or be asserted against any Inspecting Entity that are alleged or proven to result or arise from the (a) entry onto the Property by any Inspecting Entity under this Agreement, or (b) the Stormwater Facilities (including construction, presence, existence, non-existence, operation, non-operation, repair, disrepair, maintenance, lack of maintenance, inspection, or failure to inspect, whether by Property Owner, any Inspecting Entity, or any third party). Each of the foregoing is referred to herein as a "Claim." In the event a Claim is asserted against City, City will promptly notify Property Owner and Property Owner shall defend at its own expense any suit based on such Claim. If any Claim against any Inspecting Entity shall be allowed, Property Owner shall pay for all costs and expenses in connection herewith. Property Owner's indemnification obligation as to a particular Inspecting Entity shall not apply to any Claim arising from the sole or active negligence or willful misconduct of the Inspecting Entity against whom that Claim is asserted.
- 11. <u>No Additional Liability</u>. It is the intent of this Agreement to insure the O&M by Property Owner; provided, however, that this Agreement shall not be deemed to create any additional liability not otherwise provided by law for damage alleged to result from or caused by stormwater runoff.

12. Scope of Responsibility; Transfer of Property.

- a. This Agreement runs with the land and any portion thereof, and applies to and shall bind and be obligatory on the Declarant, the Association, and all present and subsequent owners of the Property or any portion thereof, including their respective successor and assignee owner(s). Each such person or entity is a "Property Owner" responsible in perpetuity with respect to the extent of his, her or its ownership of the Property or any portion thereof, provided, however, that after Formation, the Association shall be considered the "Property Owner" with respect to the entire Property for purposes of the obligations under this Agreement. To the extent allowed by law and consistent with the Conditions of Approval and the DA, it is the parties' intent that the Association be primarily liable for any and all acts or omissions, including those of any owner of the Property or a portion thereof (such as an individual lot), under this Agreement. The Association shall have such remedies against the potentially responsible parties as are described in the CC&Rs.
- b. The Formation and continued existence of an Association is a condition to City approval. Notwithstanding the foregoing, if the Association is dissolved or otherwise terminates its operations for any reason, the owners of the Property or any portion thereof (e.g., a lot) automatically shall assume all of the rights and duties of the Property Owner under this Agreement. In this event, each such Property Owner shall bear primary responsibility for the O&M of any and all Stormwater Facilities and associated inspection and reporting with respect to the owner's Property. Upon transfer of the Property or any portion thereof, the transferor Property Owner(s) shall provide the transferee Property Owner(s) with a copy this Agreement, the then-current Plans, and an Inspection and Maintenance Checklist that is complete and current as of the transfer date, and shall promptly notify City in writing of the transfer and name(s) of the transferee Property Owner(s) and the address(es) to be used for notices hereunder (see Section 13). Upon such transfer, the transferee Property Owner(s) shall be responsible for complying

with the terms and conditions of this Agreement, and the transferor of Property Owner(s) shall bear no future responsibility for inspection or reporting under this Agreement, provided, however, that no transfer of the Property or any portion thereof is intended or shall be construed to release any transferor or transferee Property Owner from any obligations or liabilities with respect to the Stormwater Facilities (including O&M) that accrued or arose out of acts or omissions during its/their period of ownership. Nothing in this Agreement is intended or shall be construed to allow any responsibilities under this Agreement to be transferred separate and apart from the Property or any portion(s) thereof.

13. <u>Notices</u>. Except as otherwise stated, all notices given under this Agreement must be in writing. Such notices shall be addressed to City and to the then-current Property Owner at the address indicated below.

City:

City of Watsonville Attention: City Engineer 250 Main Street Watsonville, CA 95076

Property Owner (before Formation):

PACIFIC SUNSHINE
DEVELOPMENT, LLC
561 Auto Center Dr. Suite 100,
Watsonville, CA, 95076-3745
Telephone: (352)226-9439
Email: adamsunshinepacific@gmail.com

Property Owner (after Formation):

Sunshine Garden Community
Homeowners Association
561 Auto Center Dr. Suite 100,
Watsonville, CA, 95076-3745
Telephone: (352)226-9439

Email: adamsunshinepacific@gmail.com

- 14. <u>Choice of Law</u>. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action at law or in equity brought by any of the parties for the purpose of enforcing a right or rights provided for by this Agreement shall be held exclusively in a state court in Santa Cruz County, California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county. Property Owner shall comply with all applicable federal, state, and local laws, rules, and regulations, and any amendments thereto, and shall obtain all applicable licenses and permits.
- 15. <u>Interpretation</u>. Headings are for convenience only. The recitals and any exhibits attached to this Agreement are incorporated by reference as though fully restated herein. The words "include" and "including" shall be interpreted as though followed by the words "without limitation." This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted. Waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default

constitute a continuing waiver of same. To the extent there is any conflict between this Agreement and the CC&Rs, this Agreement shall control.

- 16. Severability. The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any party is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence, or provision of this Agreement.
- Cruz County Recorder's Office at Property Owner's expense. The covenants and agreements contained herein shall be deemed to be covenants running with the Property or any portion thereof for the benefit of City, as well as affected streets, storm drains, waterways, bodies of water, each and every part thereof, and the successors and assigns in ownership of all or any part of the foregoing. Property Owner agrees for itself and its successors and assigns, that in the event a court of competent jurisdiction determines that the covenants in this Agreement do not run with the Property such covenants shall be recorded as equitable servitudes against the Property and the project in favor of City.
- 18. <u>Legal Advice: Authority</u>. Property Owner represents and warrants to City that: (a) Property Owner has carefully read this Agreement, and in signing this Agreement, does so with full knowledge of any right which Property Owner may have; (b) Property Owner has received independent legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and (c) Property Owner has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of City or any City Party except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. Each individual or entity executing this Agreement on behalf of Property Owner represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Property Owner and that such execution is binding upon Property Owner.
- 19. <u>No Agency Relationship</u>. Neither the Property Owner nor any of the Property Owner's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of the Property Owner's obligations under this Agreement. Nor shall City and Property Owner be deemed to have become a partner of each other in the conduct of their respective business or otherwise a joint venture.
- 20. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.
- 21. <u>Effective Date and Modification</u>. This Agreement is effective as of the Effective Date. This Agreement shall not be modified except by written instrument executed by City and the Association, or the then-current Property Owner(s) if the Association has ceased to exist. Modifications shall be effective upon the date of execution and shall be recorded against the Property.

[signatures follow on next page]

Recommended for approval:	City of Watsonville:
City Engineer	City Manager
Reviewed by:	Attest:
City Attorney	City Clerk
signed the document to which this certificate is att of that document.	tificate verifies only the identity of the individual who ached and not the truthfulness, accuracy, or validity
STATE OF CALIFORNIA)	
COUNTY OF	me,, a Notary Public,
who proved to me on the basis of satisfactory of the within instrument and acknowledge.	edged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing
WITN	ESS my hand and official seal
Signat	ture of Notary Public
My co	mmission expires:

Property Owner:

PACIFIC SUNHINE DEVELOPMENT, LLC, a California limited liability company

By: Pows Siyan Qin

Title: CEO.

Attachments: Acknowledgement

Exhibit A - Legal Description

Exhibit B - Stormwater Control Operation and Maintenance Plan

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)	
county of Santa Cruz)	·
me on the basis of satisfactory evidence to within instrument and acknowledged to authorized capacity(ies), and that by his/he entity upon behalf of which the person(s) ac	fore me, Sophia Sanchez-Zavala, a Notary Siyan Qin who proved to be the person(s) whose name(s) is/are subscribed to the me that he/she/they executed the same in his/her/their r/their signature(s) on the instrument the person(s), or the cted, executed the instrument. Her the laws of the State of California that the foregoing
SOPHIA SANCHEZ-ZAVALA Commission # 2493586 S Notery Public - Celifornia Sarita Cruz County My Comm. Expires July 1, 2028	WITNESS my hand and official seal Signature of Notary Public My commission expires:
(SEAL)	

EXHIBIT A Legal Description of Property

ALL OF THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WATSONVILLE, COUNTY OF SANTA CRUZ ("COUNTY"), STATE OF CALIFORNIA, MORE PARTICULARLY AS DESCRIBED ON THE MAP ENTITLED "TRACT NO. 1587 SUNSHINE GARDEN", RECORDED ON OCTOBER 4, 2017 IN VOLUME 127 OF MAPS AT PAGE 9 IN THE OFFICIAL RECORDS OF SANTA CRUZ COUNTY, CALIFORNIA.

APN: 018-731-01 THROUGH 018-731-55, INCLUSIVE AND 018-732-01 THROUGH 018-732-46 INCLUSIVE.

TRACT MAP ATTACHED AS PART OF THIS EXHIBIT

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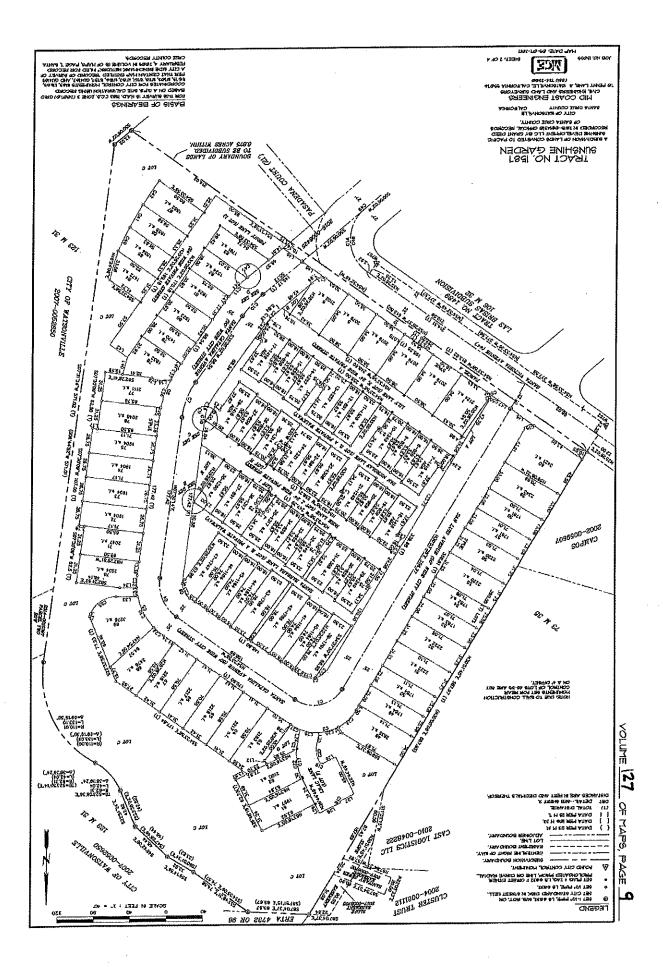


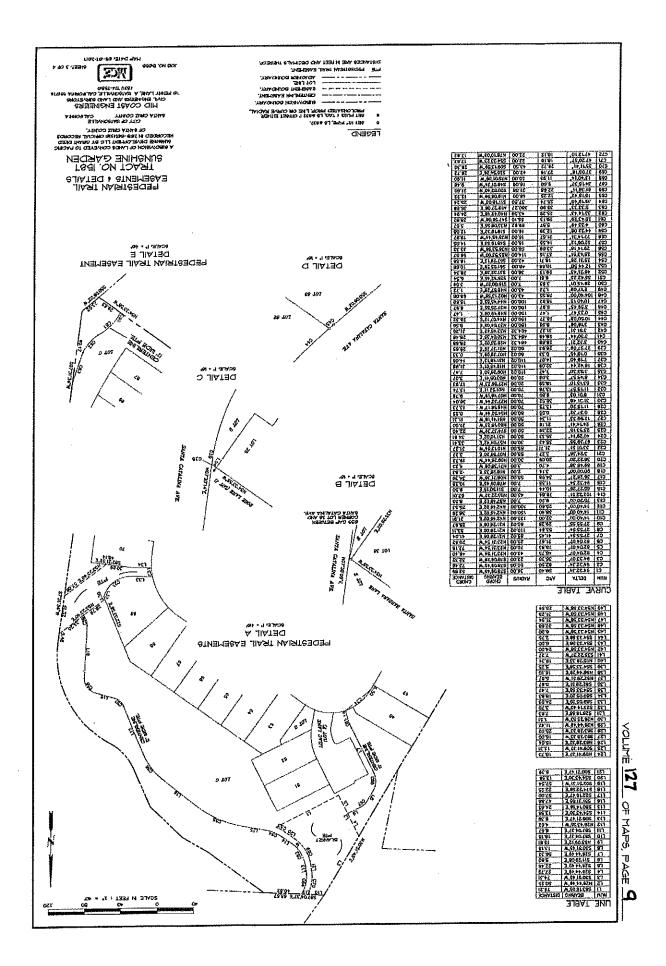
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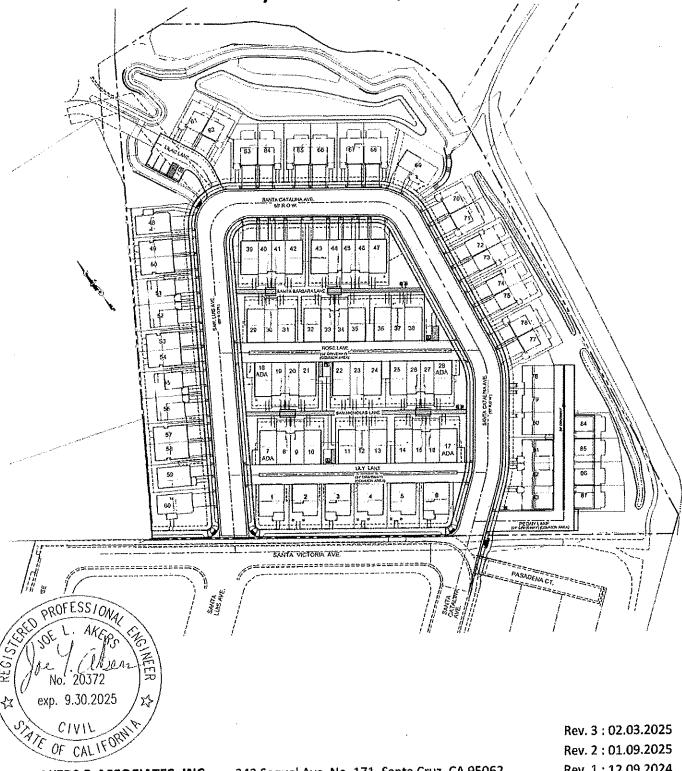


MAP DATE: 68-61-1917

EXHIBIT B Stormwater Control Operation and Maintenance Plan (O & M Plan)

STORMWATER CONTROL **OPERATION AND MAINTENANCE PLAN**

Sunshine Garden Tract No. 1587 City of Watsonville, CA



343 Soquel Ave. No. 171, Santa Cruz, CA 95062 **AKERS & ASSOCIATES, INC.**

PH: 831.475.6557 EMAIL: Joeakers85@gmail.com

Rev. 2:01.09.2025 Rev. 1:12.09.2024

Date: 11.05.2024

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1. Definition of Terms:

AD-1. Area drain - a concrete structure used to collect and or convey storm water runoff. These drains are located in the common areas as well as on private lots.

Association (HOA). Sunshine Garden Homeowners' Association, a California nonprofit mutual benefit corporation.

CI-1. Curb inlet – a standard City curb inlet located within the public streets.

City. City of Watsonville, CA

Common Area. The entire Development except the separate Residence Lots and except the public streets (Santa Victoria Ave., San Luis Ave. and Santa Catalina) that will be dedicated to the City. Common area includes Lily Lane, San Nicholas Lane, Rose Lane, Santa Barbara Lane, Peony Lane, and Lilac Lane.

Common Facilities. Any improvements or facilities located or constructed in the common Area.

Detached Home Lots. Lots 1-6; Lots 48, 59, 60, and 69 as shown on the Tract Map.

Developer. Pacific Sunshine Development, LLC, a California limited liability company, and any successor or assign that expressly assumes the rights and duties of the Developer/Owner in a recorded written instrument. Contact: Adam Ren, 47 Paseo Dr., Watsonville, CA 95076, Phone: (352) 226-9439, Email: adamsunshinepscific@gmil.com.

Development. The real property that is the development project know as "Sunshine Garden Subdivision", as approved by the City Council of the City of Watsonville on January 12,2016 via Resolution 3-16(CM) and Final Subdivision Map, Tract 1587, approved by the City Council of the City of Watsonville via Resolution no. 150-17.

DMA. Drainage management area – site area that drains to a collection point in the storm water control system.

Duplex Lot. Lots 49-58; Lots 61-68 and Lots 70-77.

LID. Low Impact Development is a method used to reduce and/or control storm runoff from the site. Pervious pavers were used as a means to reduce the total impervious areas.

OF-1. Overflow structure used to monitor storm water release and overflow of the structure.

Outfall Structure. Concrete structure used to release storm water flow into Watsonville Slough.

Akers & Associates, INC. 343 Soquel Avenue No. 171, Santa Cruz, CA 95062

Owner. The record title holder, whether one (1) or more persons or entities, of fee simple title to any Residence Lot which is a part of the Development.

Public Area. That portion of Santa Victoria Avenue being dedicated to the City and all of the Street right of way of San Luis Avenue and Santa Catalina Avenue. These areas will not become Public until the streets are formally accepted by the City by Resolution.

Public Facilities. Any improvements or facilities located or constructed in the Public area.

Responsible Party. The individual, association or company that is responsible for maintaining and repair of the project storm water treatment systems, facilities and structures.

SCM #1. Storm Control Measure that can be pervious pavers, trench drain, detention pond or similar structure or facilities used to treat and control storm water runoff from the site.

SD. Storm drain line for conveying storm runoff.

SDMH. Concrete Manhole structure located in storm drain line at angle points and intersections.

ST (Silt Trap). Concrete structure in storm drain system used to trap silt and debris prior to storm water entering storm water control system structure.

Townhome Lot. Lots 7-47 and Lots 78-87.

Tract Map. The map of Tract No. 1587, "Sunshine Garden", recorded on October 4, 2017, in Volume 127 of Maps, page 9 in the Office of the Recorder of Santa Cruz County, California.

2. Project Data:

Project Name

Sunshine Garden Tract No. 1587

Original Address

1773 Santa Victoria Avenue, APN 018-711-21

Project Type

10 Single Family Detached homes, 26 units of duplex homes and 51

townhomes

Total Project Site Area

6.875 acres

Watershed Management Zone Urban Area-Wetland

Urban Sustainability Area

No

3. Responsible Party:

Until official transfer of responsibility to the HOA, the parties responsible for the maintenance, repair and operation of the stormwater control system, facilities and structures of the project will be as follow:

Wasson Construction Adam Wasson 561 Auto Center Dr. Suite 100, Watsonville CA Phone No. & Emergency No.: (213) 709-5570 Email: adamwassonconstruction@gmail.com

After transfer of responsibilities for maintenance, repair and operation of the stormwater control system, facilities and structures to the HOA, the responsible party will be added to an amended O & M Plan that will show the name, address and emergency phone number of the new responsible party.

4. Description of Storm Drain Control Facilities to be Maintained:

The site has been divided into drainage management areas and the storm runoff from these areas flow into an inlet. Storm drain pipes then direct this flow to a silt trap before the flow enters an SCM. The system that flows to a SCM can have area drains, trench drains, inlets, risers, clean outs and pipes as part of its structure. The location and description of these system is detailed in section 8.

Pervious Pavers are used on the single and duplex homes, Lots 39-77, to control storm runoff. See section 10 for detail.

Pervious concrete is used for the walkways of San Nicholas Lane (SCM-4) and Santa Barbara Lane (SCM-6) see section 11.

Two types of SCM's are used in the system. SCM 1,7,8 and 9 are detention basins. SCM 3,4,5 and 6 is a below grade retention trench. All of these systems are detailed in Section 9.

Note that the original SCM 2 was deleted from the project due to conflicts with other utility requirements. The required storage/treatment was prorated and added to SCM 3,4,5 and 6.

Maintenance requirements:

SD-1 through SD-9 are storm systems consisting of area drains, inlets, outlets, risers, clean outs, silt traps trench drain and storm pipes and are shown on the site plan. These systems and structures will need inspection to check for damage to grates or covers, accumulation of debris, trash in the structures and any damage to the structure. Inspect pipes for clogging by sediments, garbage and debris. Inspect bottom of all structures for standing water 4 days after storm event as recommend by the manual of Best Management Practices (BMPs) for mosquito control which was developed by the California Department of Public Health (CDPH) in collaboration with the Mosquito and Vector Control Association of California.

Pervious Pavers. Hydro-flo® pavers were used for this project and they do not depend on infiltration through gaps in the pavers. The gaps are only about 3mm wide. Infiltration is achieved by flow through the paver. The pavers are intended to infiltrate precipitation during smaller storms and surface drain during higher intensity storms. They are not intended to have standing water on their surface nor shift or settle over time.

Keep surrounding landscape areas well maintained and covered with landscaping and/or mulch so that soil is prevented from being washed onto the pavers. And control weeds by manual methods.

Do not paint, seal, overlay or cover pavers. Do not use any solvents or cleaners for the cleaning process.

Remove any soil build-up, fallen leaves, debris and trash, Brush sweep pavers monthly to remove sediment. Vacuuming may be necessary if sweeping does not provide adequate cleaning.

Once a year a light pressure wash is recommended for cleaning. A 1200-1500 psi maximum pressure washer should be adequate. A steam or hot water option will provide better results. Use of a wet vacuum system in conjunction with pressure washing will provide superior results.

It is recommended using a fan tip nozzle, at 30 degree angle, 14 to 16 inches from the paver and working at a 45 degree angle from the dominant pattern. Start from the highest grade, working in a sweeping motion, downhill to the lowest point of the paving stones. Care must be taken not to allow the nozzle of the pressure washer to come in close contact with paver as damage may occur.

Detention Basin. SCMs 1,7,8 and 9 are detention basins. The primary purpose of a detention basin is to reduce the maximum flow rate of storm runoff into Watsonville slough. The second purpose is to incorporate Post-Construction Requirements in compliance with City regulations. The basin permits the treatment of stormwater to improve the stormwater quality entering the Slough.

The basin embankment and side slopes should be checked for erosion or slope failure. Debris and litter should be removed from basin surface. Basin sediment should be removed when it decreases the storage depth by 25%. (25% x 6 in = 1.5in) Any basin bioretention soil that needs to be replaced needs to comply with BASMAA specifications. The bioretention soil shall be a mixture of fine sand and compost, measured on a volume basis: 60%-70% Sand, 30%-40% compost. Any mixture used must be approved by the City.

The detention basin should be inspected for weeds and invasive species and removed. Any replanting shall be in kind.

Do not use any pesticides or herbicides within detention basins.

All structural elements of the basin including pipes, inlets, cleanouts, junction box, overflow structures, weirs, orifice, out fall structures and outlet riprap should be inspected for any flow restrictions, debris, trash or sediment and cleaned to maintain system flow. Rock rip rap should be inspected for any failures or erosion and remove any accumulated sediment and debris. All structural elements will also be inspected for structural damaged.

Pest control measures should be taken when mosquitoes and or rodents are found to be present. Holes in the ground in and around the storm system should be filled.

Access should be maintained for all facilities so O & M can be performed as regularly scheduled.

Underground Retention Trench. SCMs 3,4,5 and 6 are underground retention trenches. This system is also used to control the rate of runoff into Watsonville Slough by storing the storm runoff in the rock section of the trench and then using a controlled release from the system. Treatment of the storm water is provided by filtering pollutants from the water through the soil as it percolates into the soil. In this system water is released under orifice control to the storm drain system that flows into SCM-9 and is then released into the slough and the storage volume then infiltrates into the soil below.

Storm Water enters SCM-3 & 5 thru inlets located in a concrete swale. Storm water enters SCM-4 & 6 thru inlets located in swales located on both sides of the SCM as well as the pervious concrete walk on top of the trench.

Pervious concrete. Inspect the concrete surface monthly and remove any accumulation of trash, sediment or other debris. Adjacent areas that drain to the concrete shall be kept seeded and maintained to minimize sediment deposition. The routine monthly maintenance cleaning can include blowing (leaf blower or similar equipment) sweeping and/or dry vacuuming. Visually inspect the concrete periodically during or immediately following a rain event. Ponding or Puddles are signs that the concrete may need a deeper cleaning. Deep cleaning is best accomplished by simultaneous pressure washing and vacuuming. Several equipment manufacturers have developed pressure washing/vacuum systems that have proven to rehabilitate the pore structure of pervious concrete. A maintenance log should be completed and filed with the property owner/HOA. Use of chemicals to clean pervious concrete should be done with extreme caution to prevent damage to the aquifer, the biological organisms within the pervious system, or the pervious concrete itself. The use of impervious materials such as asphalt or other tar-type sealers should be avoided in repaving or repair of pervious concrete.

The area contributing runoff flow to the system such as gutters, pavement, walks and soil should be inspected and remove any trash, debris and sediment. Area drains, inlets and silt traps should be inspected for any trash debris and sediment. Silt trap structures should have sediment removed when it reduces the storage Volume by 30%. Inspect for standing water within 4 days after major rain event. All structures including cleanouts should be inspected for structural damage.

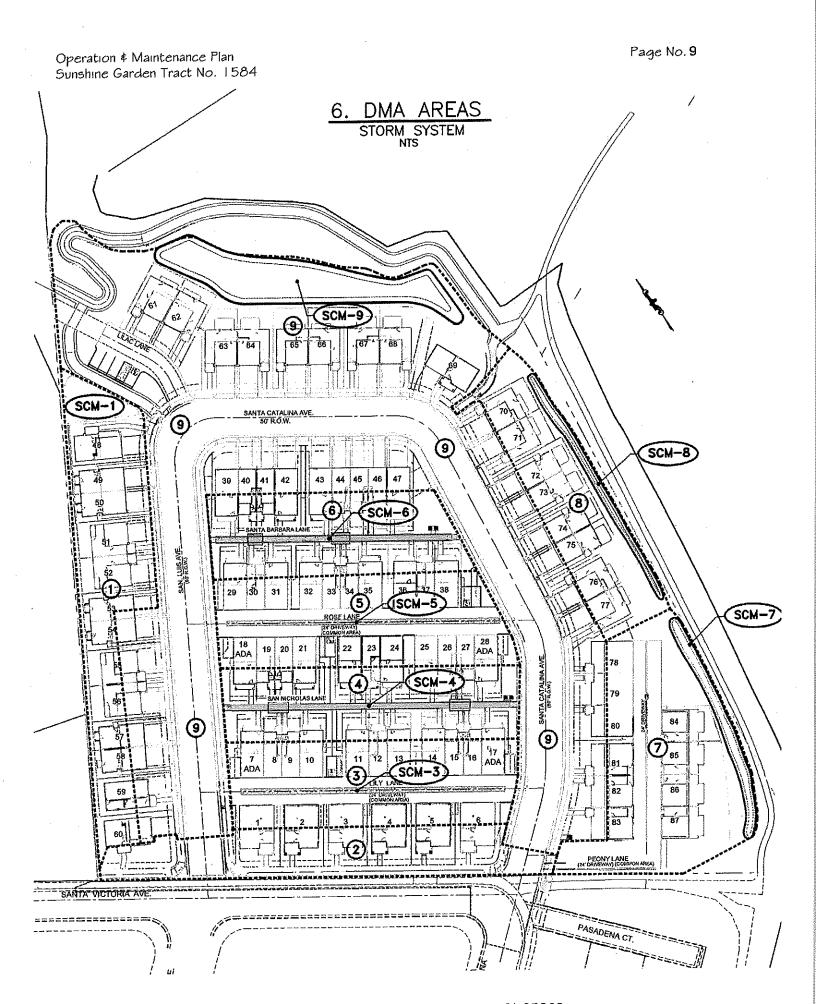
The sub-drain pipe should be free of any obstructions. The overflow/silt trap and outlet control structure should be kept free any trash, sediment, debris, oil and grease. Sediment at bottom of structure should be removed when 30% of its volume is reduced.

Only individuals permitted and using approved procedures for confined space entry should enter any structure to perform inspections and maintenance.

5. Operation and Maintenance Budget.

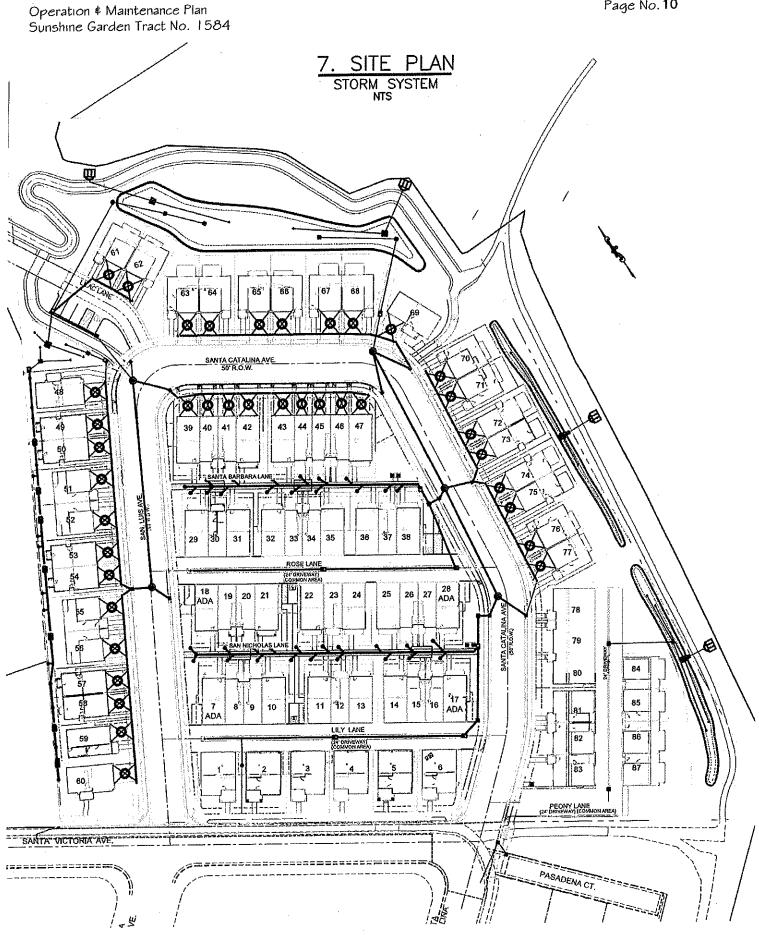
The board of the HOA will prepare a Base Budget that will include, but not limited to, all cost for the required maintenance and repair of the project storm drain system, facilities and structures based on an equal basis as stipulated in the CCR's. The assessment for each lot is based on percentage of floor square footage to total project floor square footage. Special assessments may become necessary for repair or reconstruction of storm drain systems, facilities and structures that are damaged or need special maintenance.

See Appendix A for anticipated cost for operation and maintenance of the storm control system.

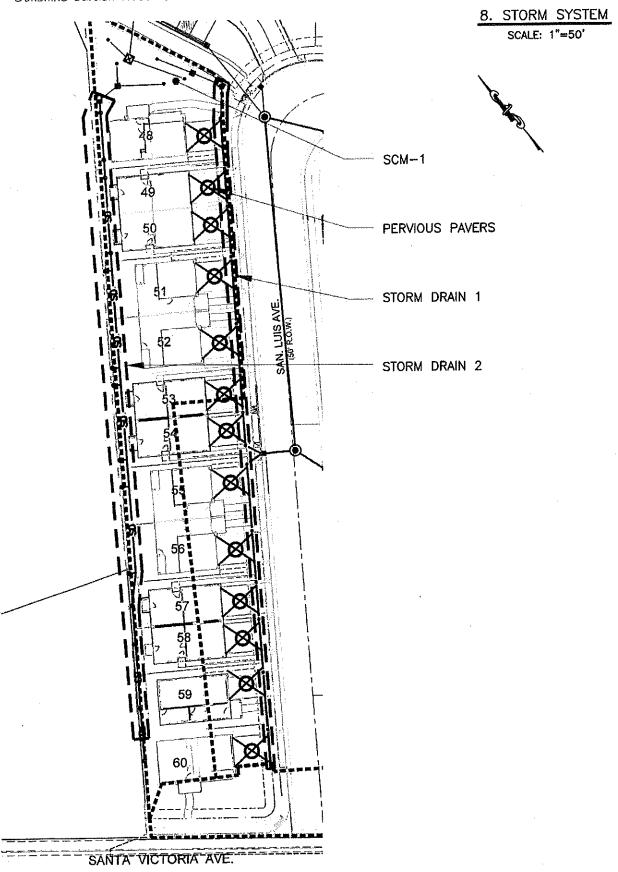


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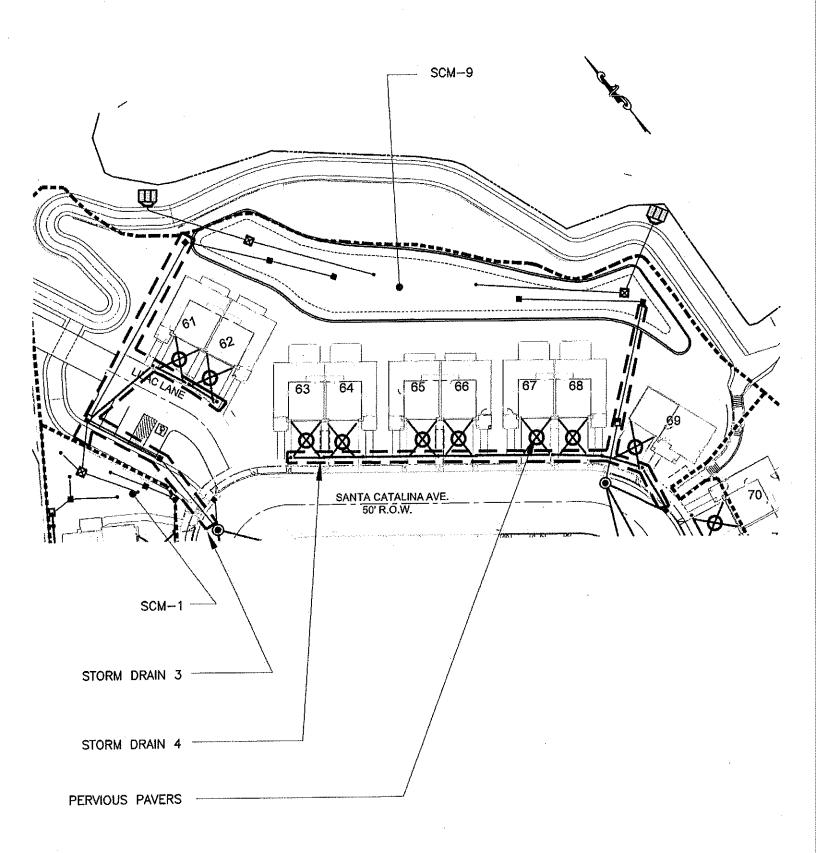
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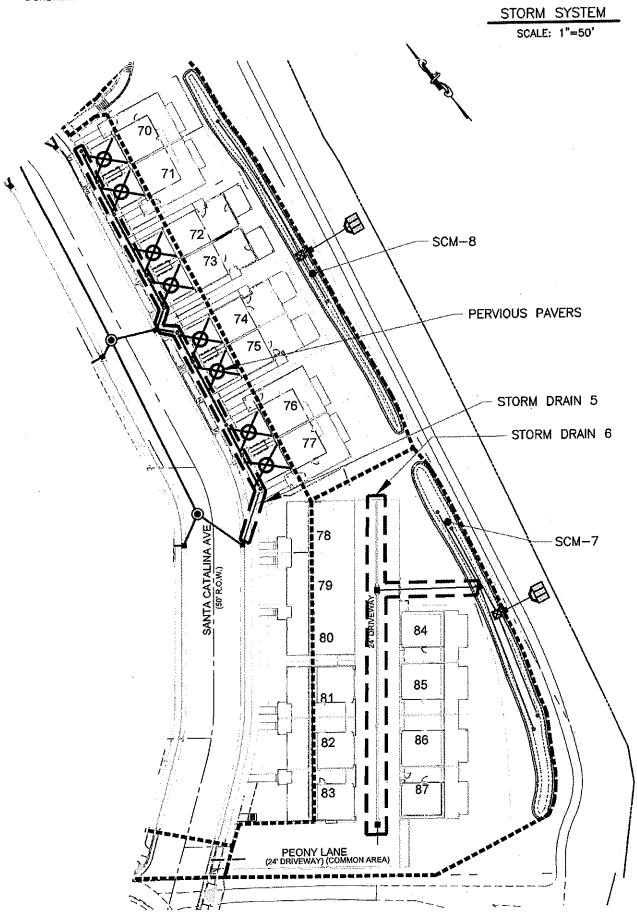
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STORM SYSTEM

SCALE: 1"=50"

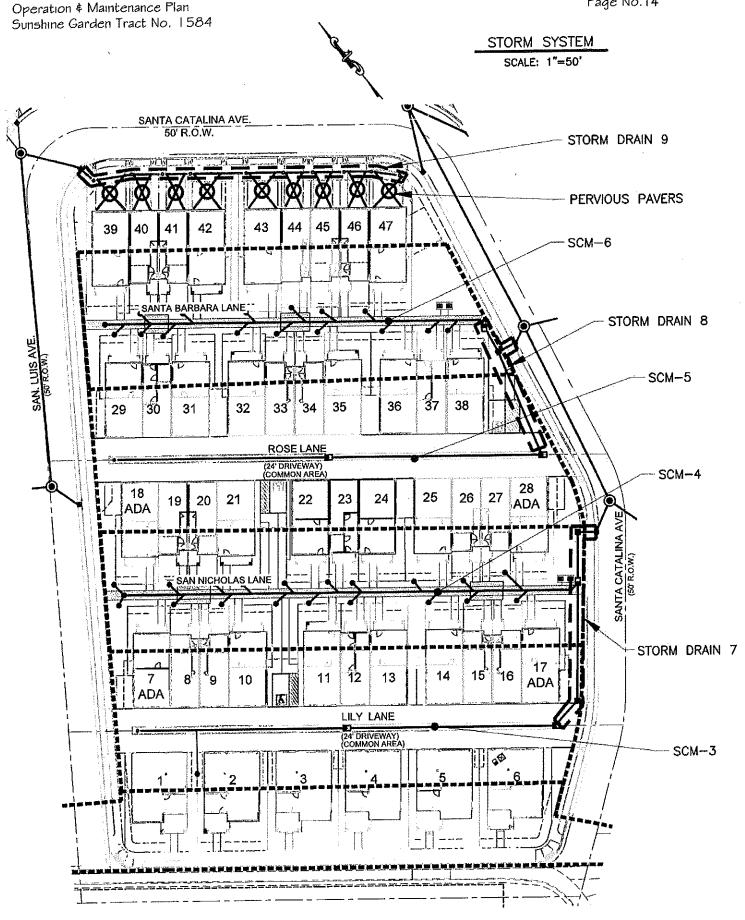


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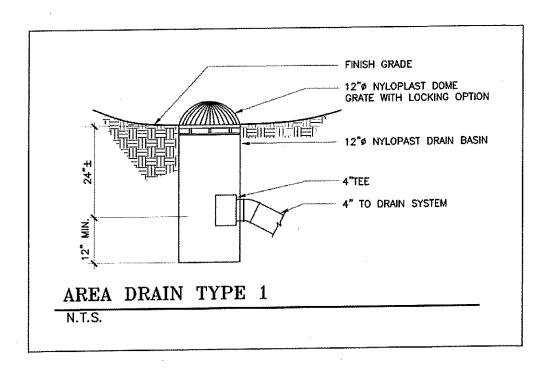


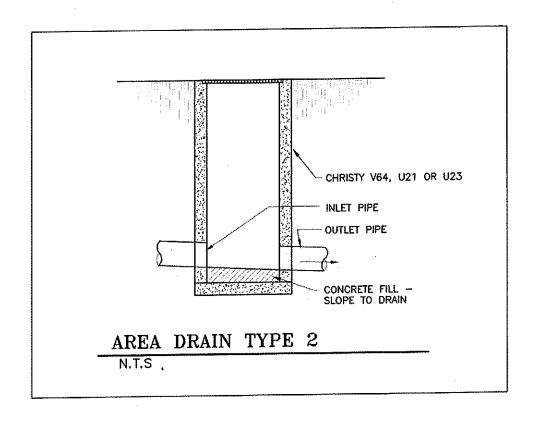
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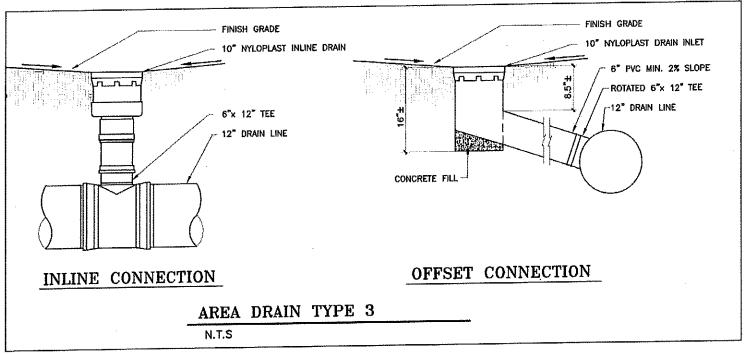


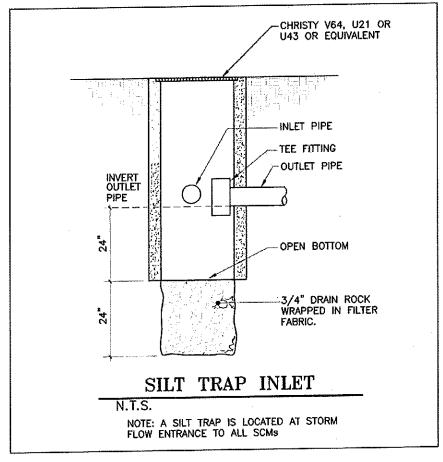


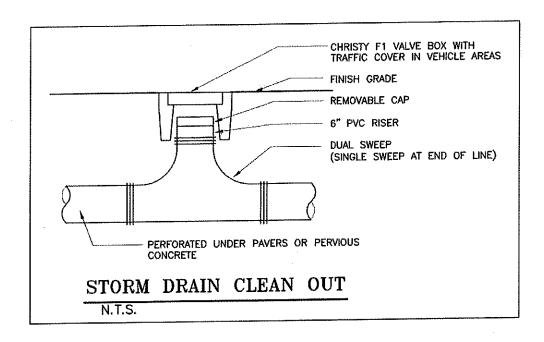
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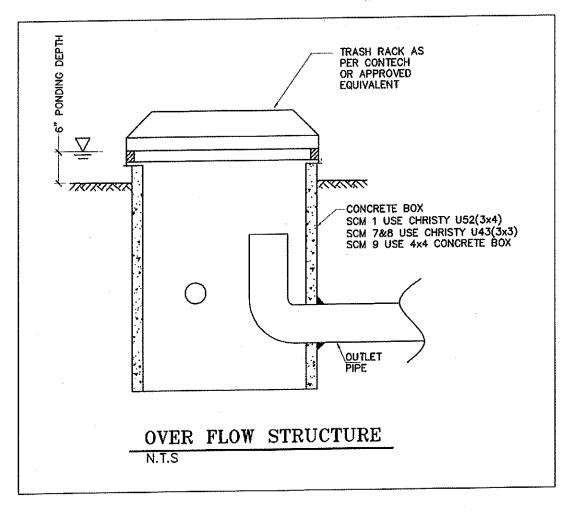


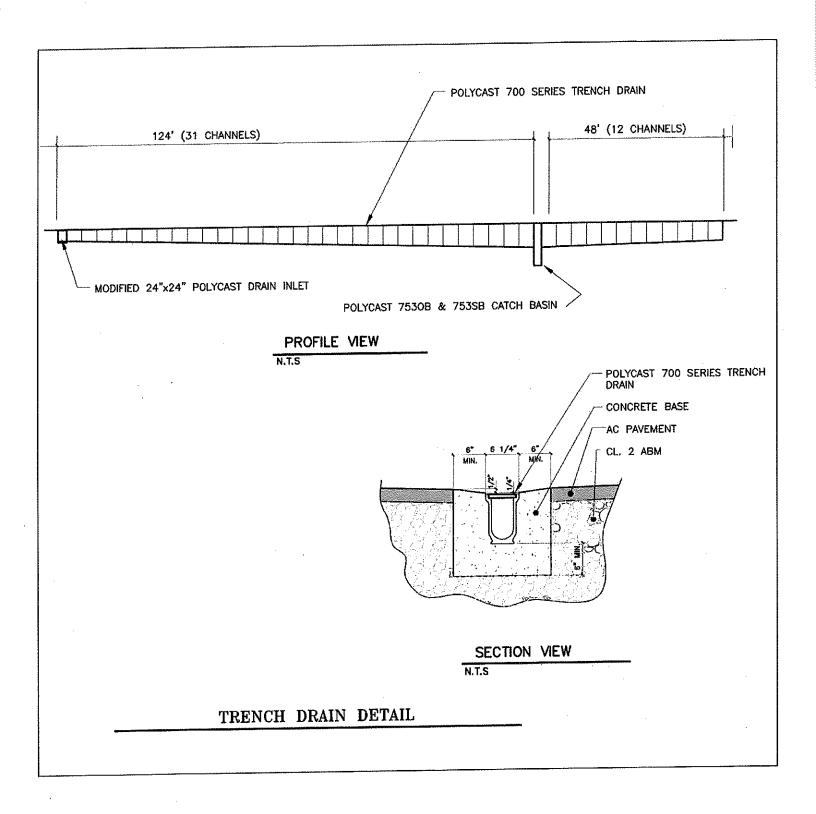


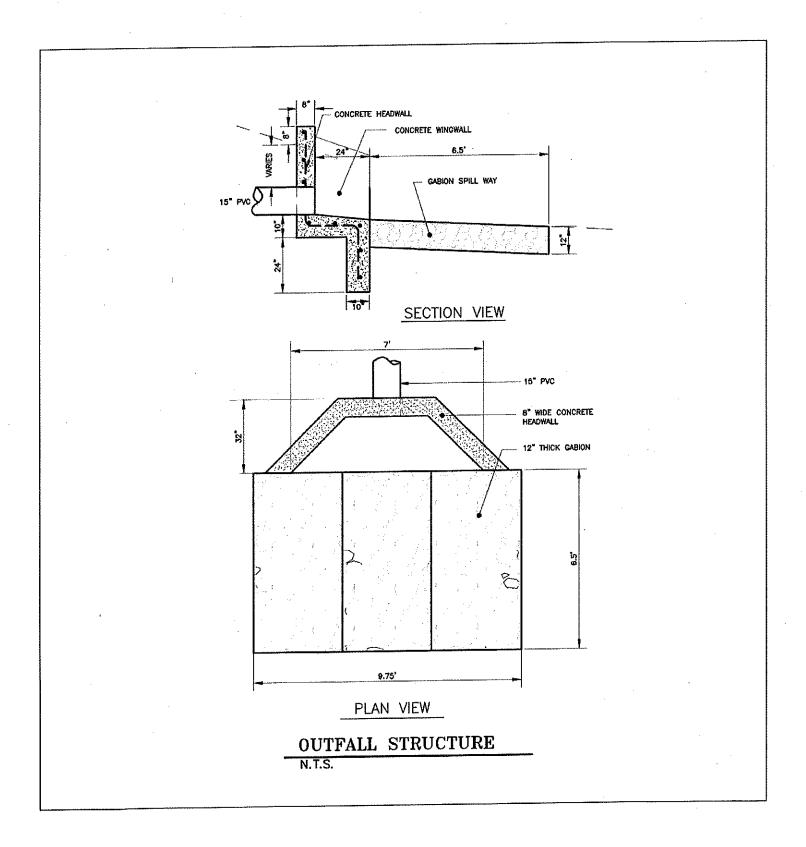




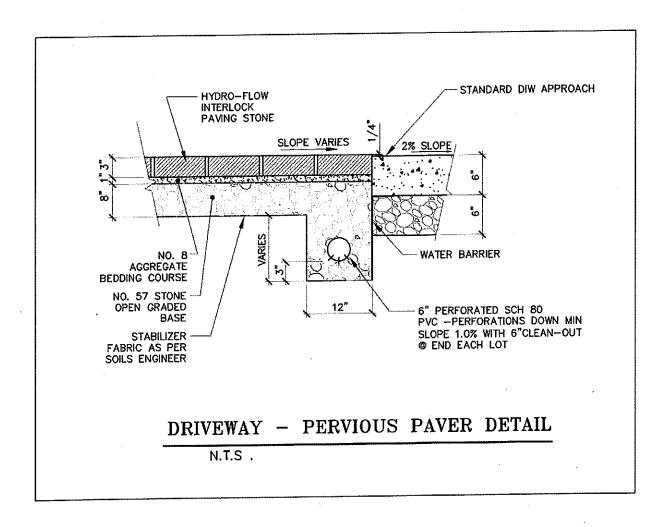




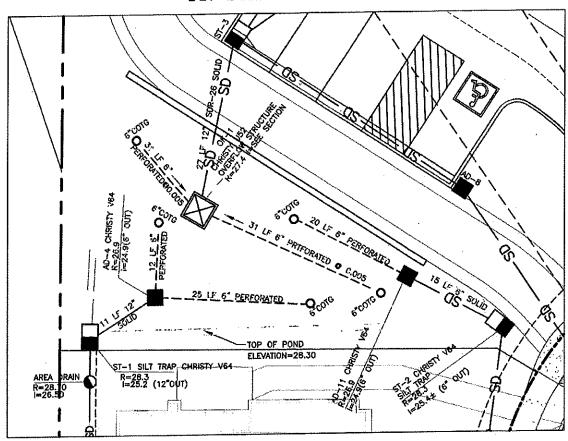




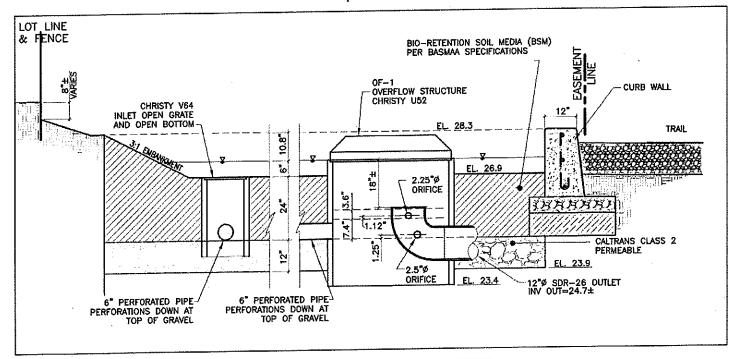
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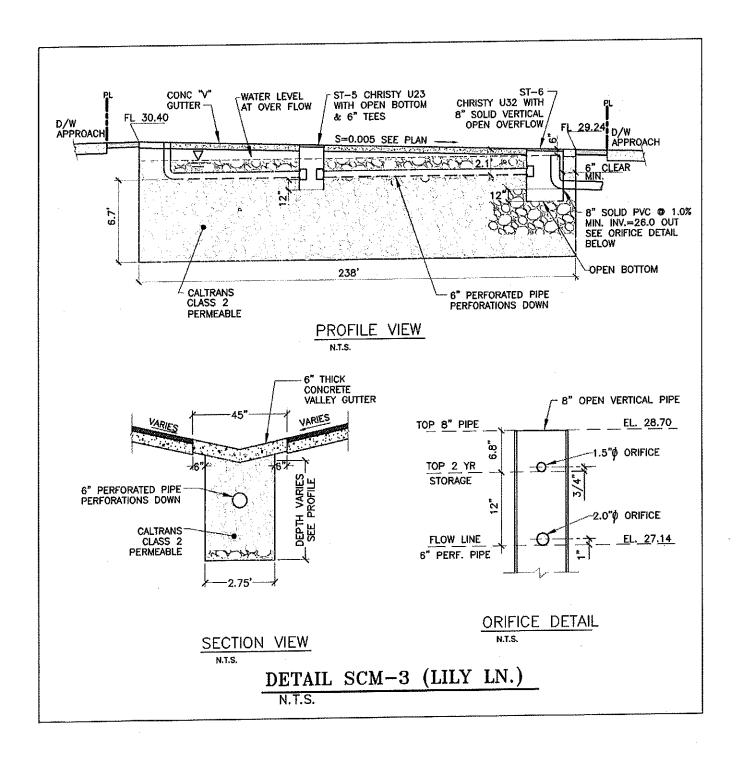
11. SCM DETAILS

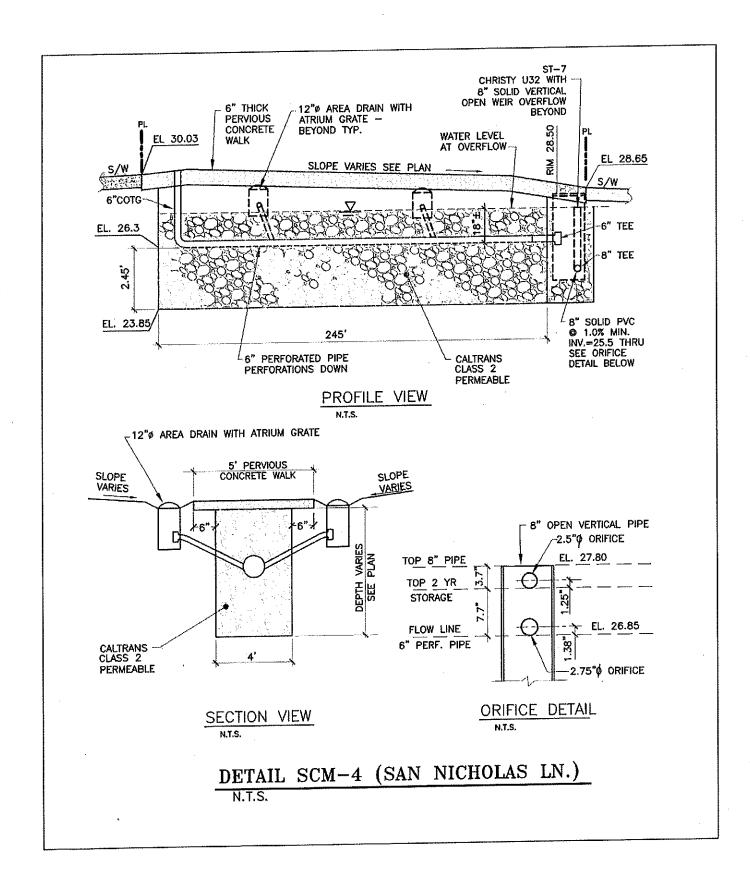


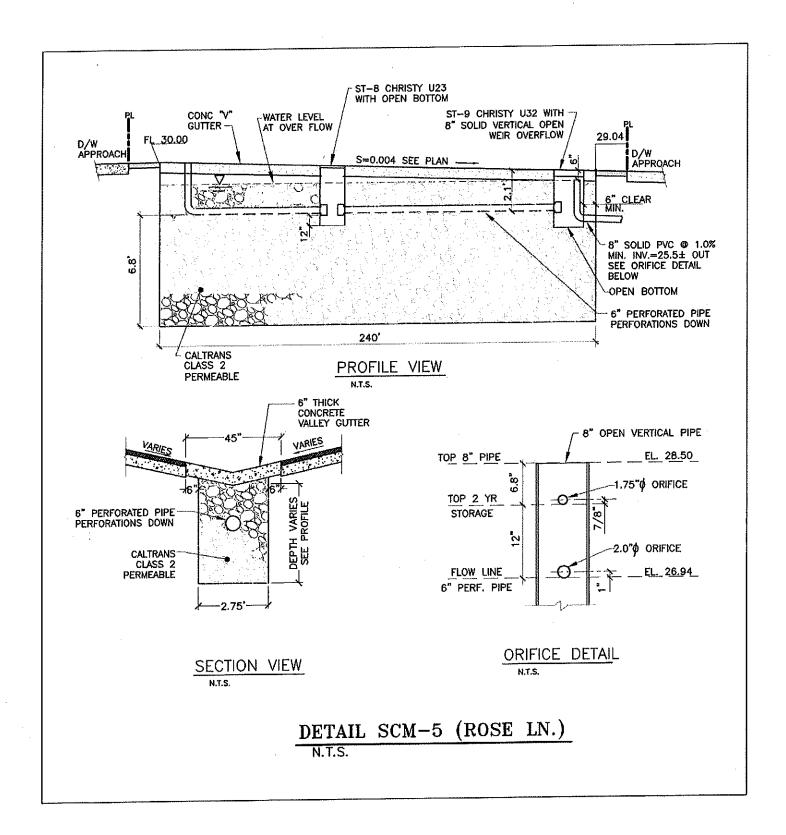
SCM-1 PLAN VIEW



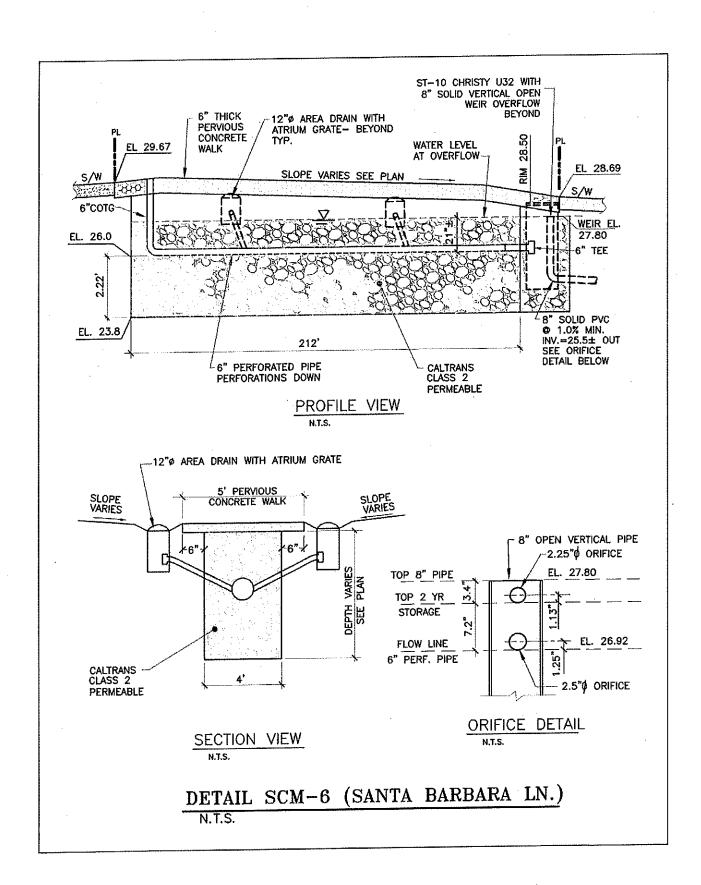
SCM-1 SECTION VIEW



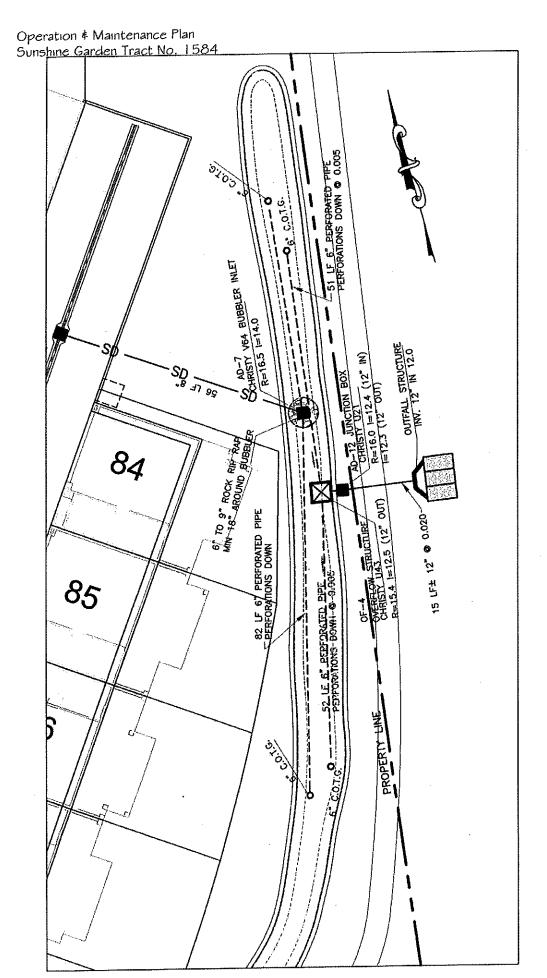




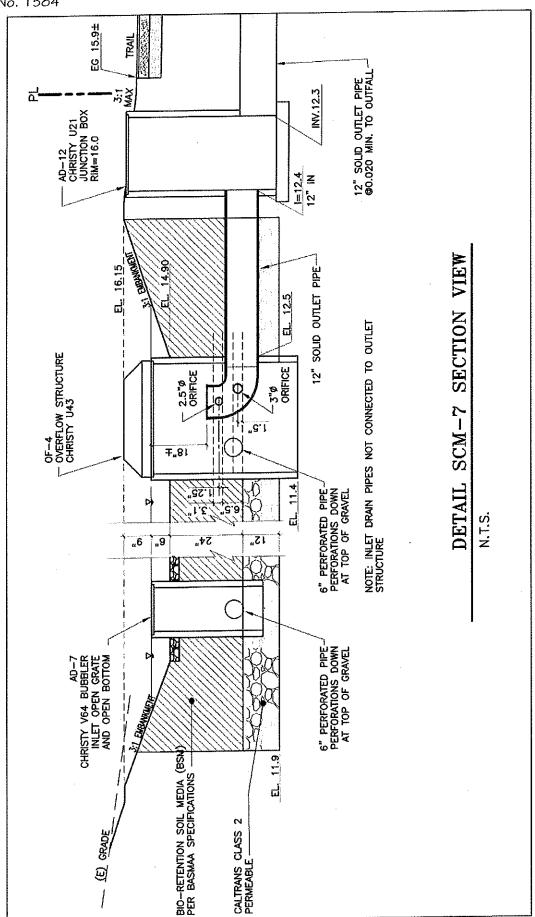
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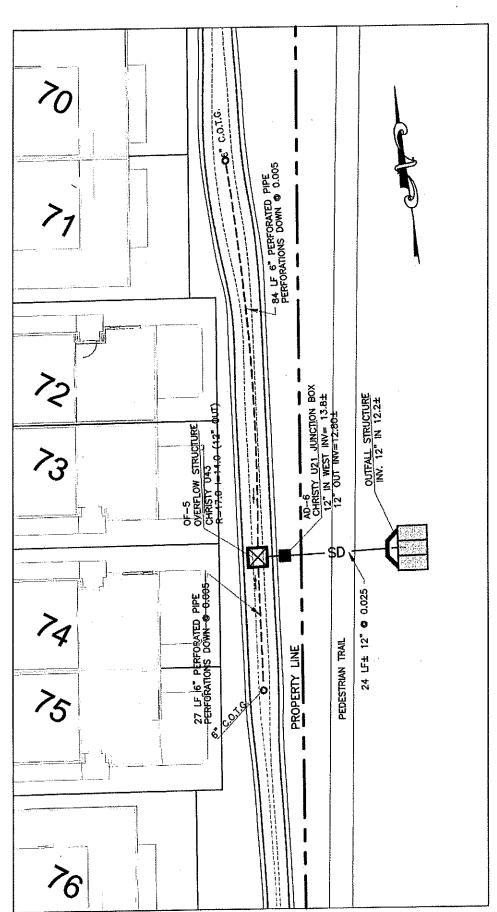
SCM-7 PLAN VIEW



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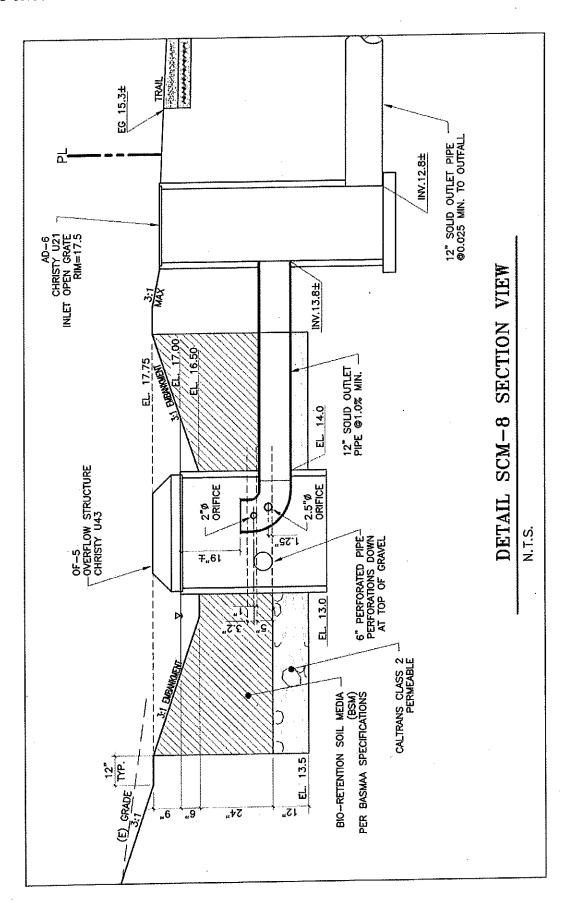


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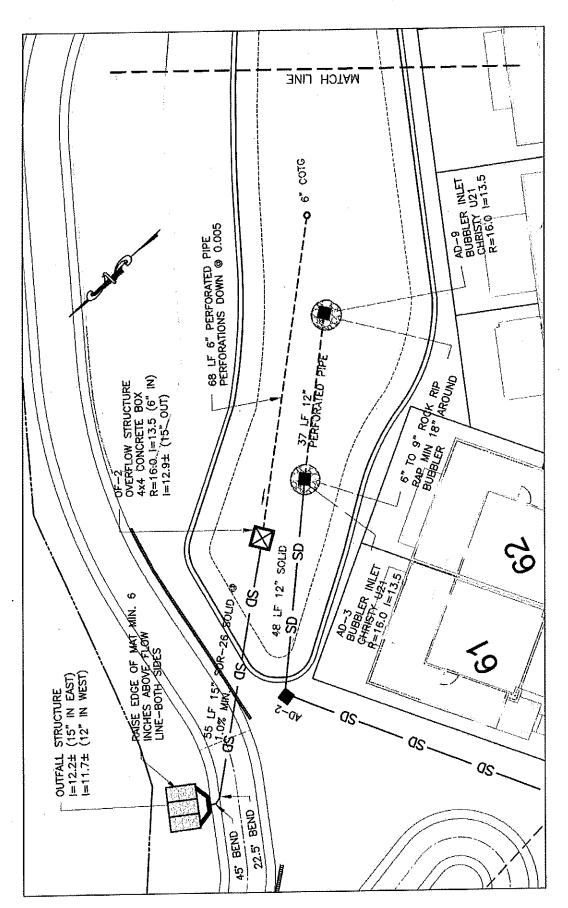


SCM-8 PLAN VIEW

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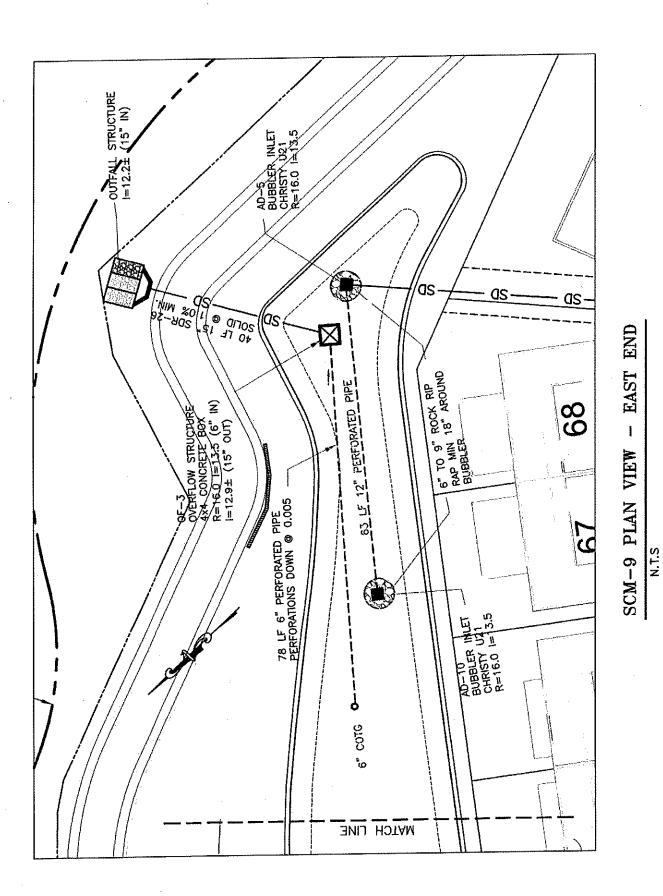
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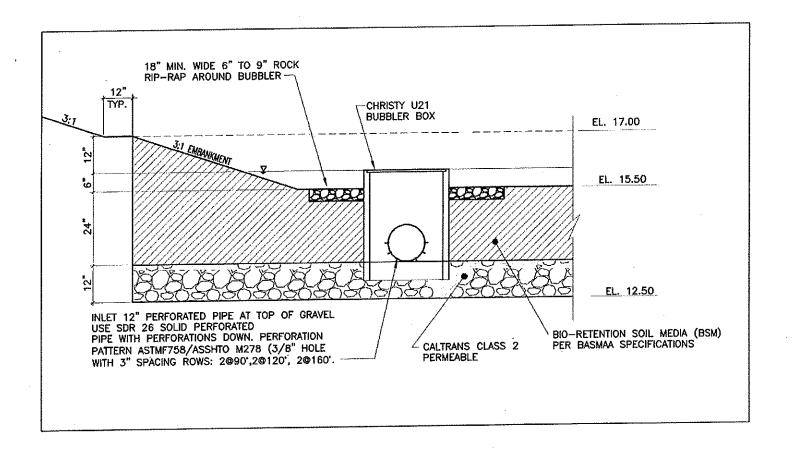
SCM-9 PLAN VIEW - WEST END

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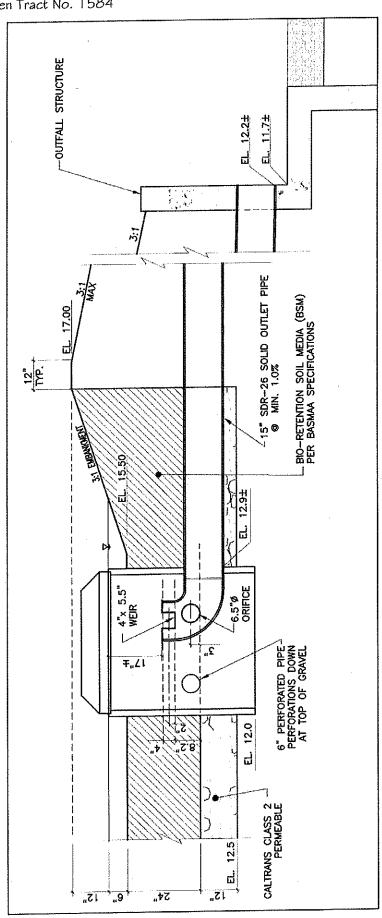


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SCM-9 TYPICAL SECTIOM

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SCM-9 SECTION THRU OUTFALL

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APPENDIX A PROBABLE MAINTENANCE COST

FREQUENCY	WORK DESCRIPTION	CREW	EQUIPMENT	COST/ HR	EST. HOURS	COST/ MONTH	COST/ YEAR
MONTHLY & MAJOR RAIN EVENTS	LITTER PICKUP & GROUNDS REPAIR AT/AROUND INLETS, STORM ELEMENTS AND REMOVE SEDIMENT/DEBRIS FROM SYSTEMS & SWEEPING REQUIRED AREAS	1 PERSON	HAND TOOLS	\$ 75	16.0	\$1,200	\$14,400
ANNUAL	CLEAN OUTLET/INLET STRUCTURES, SYSTEM BOTTOMS, SEDIMENT REMOVAL, DEEP CLEANING AND REPAIR ANY DAMAGE, VEGETATION REPAIR	2 PEOPLE	WATER JET & VACUUM TRUCKS, PICK-UP TRUCK & HAND TOOLS	\$ 150	20.0		\$3,000
REHABILITA	REHABILITATION LIFE CYCLE COST FOR SCM-	-1,7,8 & 9	SCM-1,7,8 & 9 BASED ON 20 YRS. @ 5.0% RATE	Ш	,	T WAY	\$10,400
REHABILITA INCLUDES	REHABILITATION LIFE CYCLE COST FOR SCM-3,4,5 & 6 BASED ON 10 YRS. @ 5.0% RATE INCLUDES COST OF CONCRETE AND PERVIOUS CONCRETE COVER REPLACEMENT	-3,4,5 & 6 I	BASED ON 10 YRS. @ 5.0% RAI COVER REPLACEMENT	'n	•		\$14,500
REHABILITA	REHABILITATION LIFE CYCLE COST FOR DRIVI	EWAY PERVION	DRIVEWAY PERVIOUS PAVERS BASED ON 20 YRS. @ 5.0% RATE	@ 5.0%	RATE	•	\$31,500
TOTAL PER YEAR:	YEAR:						\$73,800

APPENDIX B MAINTENANCE INSPECTION SCHEDULE

YEARLY INSPECTIONS: FIRST WEEK OF OCTOBER.
MAJOR RAIN EVENT: 1 INCH OF RAINFALL OR MORE WITHIN 24 HOUR PERIOD.

COMPONENT	ACTIVITY	FREQUENCY
AREA DRAINING TO SYSTEM	REMOVE TRASH, DEBRIS AND SEDIMENT FROM PAVEMENTS AND LANDSCAPE AREAS	MONTHLY AND AS NEEDED
INLET GRATES	REMOVE TRASH, DEBRIS AND SEDIMENT FROM GRATE AND SURROUNDING AREA	ANNUAL AND AFTER MAJOR RAIN EVENTS
INLET/AREA DRAIN STRUCTURE	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY	ANNUAL AND AFTER MAJOR RAIN EVENTS
MANHOLE STRUCTURE	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY	ANNUAL
SILT TRAPS	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY	ANNUAL AND AFTER MAJOR RAIN EVENTS. SEDIMENT SHOULD BE REMOVED WHEN STORAGE VOLUME REDUCED BY 30%
PIPE	REMOVE ANY OBSTRUCTION AND MAINTAIN UNRESTRICTED, FLOW	ANNUAL
STANDING WATER	INSPECT ALL STRUCTURES AND REMOVE ANY STANDING WATER	MONTHLY DURING RAINY SEASON AND 4 DAYS AFTER MAJOR RAIN EVENT
PERVIOUS PAVERS/PERV	/IOUS CONCRETE	
ADJACENT AREAS	REMOVE ALL TRASH AND DEBRIS. KEEP ADJACENT LANDSCAPING SEEDED AND WELL MAINTAINED TO MINIMIZE SEDIMENT DEPOSITION	MONTHLY AND AFTER MAJOR RAIN EVENT
SURFACE AREA	ENSURE AREA IS DRAINING AND THERE IS NO STANDING WATER. REMOVE ANY WEEDS, LEAFS OR OTHER VEGETATION. CHECK FOR STRUCTURAL INTEGRITY	MONTHLY AND AFTER MAJOR RAIN EVENT
	CLEAN SURFACE BY SWEEPING AND/OR DRY VACUUMING.	MONTHLY
	DEEP CLEANING BY SIMULTANEOUS PRESSURE WASHING AND VACUUMING	ANNUAL OR AS NEEDED

Operation & Maintenance Plan Sunshine Garden Tract No. 1584

APPENDIX B MAINTENANCE INSPECTION SCHEDULE

YEARLY INSPECTIONS: FIRST WEEK OF OCTOBER.
MAJOR RAIN EVENT: 1 INCH OF RAINFALL OR MORE WITHIN 24 HOUR PERIOD.

DETENTION BASIN (SCMs	1,7,8 & 9)	· · · · · · · · · · · · · · · · · · ·		
COMPONENT	ACTIVITY	FREQUENCY		
BASIN AREA	INSPECT SIDE SLOPES FOR BARREN OR ERODED AREAS	ANNUAL AND AFTER MAJOR RAIN EVENT		
	REMOVE ANY TRASH, DEBRIS AND REMOVE ANY INVASIVE PLANT SPECIES. REPLACE DEAD VEGETATION WITH APPROVED PLANTING.	ANNUAL AND AFTER MAJOR RAIN EVENT		
	REPLACE BIO-RETENTION SOIL MEDIA	AS NEEDED		
	INSPECT FOR EXCESS SEDIMENT ACCUMULATION	ANNUAL—REMOVE WHEN STORAGE DEPTH DECREASED BY 25% (1.5 IN SEDIMENT DEPTH)		
BUBBLER INLET & ROCK RIP RAP	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY INSPECT RIP RAP FOR DAMAGE/EROSION	ANNUAL AND AFTER MAJOR RAIN EVENT		
OVERFLOW STRUCTURE	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY MAKE SURE THAT WEIR AND ORIFICE ARE CLEAR AND STORM WATER CAN FLOW FREELY.	ANNUAL AND AFTER MAJOR RAIN EVENT		
OUTFALL STRUCTURE	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY INSPECT RIP RAP MAT FOR ANY DAMAGE AND STORM WATER IS FREE TO FLOW INTO THE SLOUGH.	ANNUAL AND AFTER MAJOR RAIN EVENT		
CLEANOUT/JUNCTION BOX	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY	ANNUAL		
PIPE	REMOVE ANY TRASH, DEBRIS AND SEDIMENT FROM THE PIPE AND CHECK FOR FREE FLOW OF STORM WATER	ANNUAL		
STANDING WATER	INSPECT ALL STRUCTURES AND REMOVE ANY STANDING WATER	MONTHLY DURING RAINY SEASON AND 48 HOURS AFTER MAJOR RAIN EVENT		
RETENTION TRENCH	(SCMs 3,4,5 & 6)			
AREA DRAINING TO SYSTEM		MONTHLY AND AS NEEDED		
INLET/AREA DRAIN & STRUCTURE	REMOVE TRASH, DEBRIS AND SEDIMENT FROM GRATE & STRUCTURE & CHECK FOR STRUCTURE INTEGRITY	ANNUAL AND AFTER MAJOR RAIN EVENTS		
SILT TRAPS	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY	ANNUAL AND AFTER MAJOR RAIN EVEN SEDIMENT SHOULD BE REMOVED WHEN STORAGE VOLUME REDUCED BY 30%		
OVERFLOW STRUCTURE	REMOVE TRASH, DEBRIS AND SEDIMENT FROM STRUCTURE AND CHECK FOR STRUCTURE INTEGRITY MAKE SURE THAT WEIR AND ORIFICE ARE CLEAR AND STORM WATER CAN FLOW FREELY.	ANNUAL AND AFTER MAJOR RAIN EVENT		
PIPE	REMOVE ANY OBSTRUCTION AND MAINTAIN UNRESTRICTED FLOW	ANNUAL		
STANDING WATER	INSPECT ALL STRUCTURES AND REMOVE ANY STANDING WATER	MONTHLY DURING RAINY SEASON AND 48 HOURS AFTER MAJOR RAIN EVENT		

STORM DRAIN SYSTEM (SD-#) SYSTEM IDENTITY:				DATE:					
INSPECTOR (PRINTED									
TITLE:									
COMPONENT	MAINTENANCE NEEDED? (Y/N)		COMMENTS AN	D RECOMMENDED	ACTION				
AREA DRAINING TO SYSTEM									
INLET GRATES				,					
INLET/AREA DRAIN STRUCTURE									
MANHOLE STRUCTURE									
SILT TRAPS									
PIPE									
STANDING WATER									
OTHER									

PERVIOUS PAVEI				DATE:		
INSPECTOR (PRINTE						
TITLE:		 				
COMPONENT	MAINTENANCE NEEDED? (Y/N)	СОММЕ	INTS AND RECO	DMMENDED ACTI	ON	
ADJACENT AREAS						
·						
STRUCTURAL SURFACE AREA CONDITION		·		·		
CLEANING OF						
SURFACE AREA NEEDED						
STANDING WATER						
OTHER						

Operation & Maintenance Plan Sunshine Garden Tract No. 1584

DETENTION B	ASIN (SCMs	1,7,8&9)					
SYSTEM IDENTITY:			DATE:				
INSPECTOR (PRI	NTED NAME &	SIGNATURE):					
TITLE:							
COMPONENT	MAINTENANCE NEEDED? (Y/N)		COMMENTS AND RECOMMENDED ACTION				
EMBANKMENT							
BASIN AREA & SEDIMENT							
LANDSCAPING			·				
BUBBLER INLET ROCK RIP RAP							
OVERFLOW STRUCTURE							
OUTFALL STRUCTURE							
CLEANOUT/ JUNCTION BOX							
PIPE							
STANDING WATER			•				

Operation & Maintenance Plan Sunshine Garden Tract No. 1584

RETENTION TRE		3,4,5 & 6)		-	DATE:	
INSPECTOR (PRINT	ED NAME & S	SIGNATURE):				
TITLE:						
COMPONENT	MAINTENANCE NEEDED? (Y/N)		COMMENTS	AND RECOMME	NDED ACTION	
AREA DRAINING TO SYSTEM						
INLET/AREA DRAIN & STRUCTURE						
SILT TRAPS						
OVERFLOW STRUCTURE						
PIPE					·	
STANDING WATER						
OTHER						

Recording requested by: First American Title Company

When Recorded Return To: HANNA & VAN ATTA 525 Middlefield Road, Suite 210 Menlo Park, CA 94025

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 018-711-21 (UNDERLYING) AND 018-731-01 THROUGH 018-731-55, INCLUSIVE AND 018-732-01 THROUGH
018-732-46 INCLUSIVE

SUBORDINATION AGREEMENT COVENANT RUNNING WITH THE LAND, STORMWATER CONTROL MEASURES (SCMS), STORMWATER TREATMENT AND DETENTION FACILITY OPERATIONS AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY SUNSHINE GARDEN

Long River Real Estate Holding LLC, a Delaware limited liability company under that certain Mortgage dated July 14, 2023 ("Mortgagee") executed by Pacific Sunshine Development, LLC, a California limited liability company, as the Mortgagor, recorded in the Official Records of Santa Cruz County, California on July 27, 2023 as Instrument No. 2023-0013855 does hereby consent to the execution and recordation of the Covenant Running with the Land, Stormwater Control Measures (SCMs), Stormwater Treatment and Detention Facility Operations and Maintenance Agreement, and Right of Entry Sunshine Garden ("Stormwater Control Agreement") recorded concurrently herewith.

Mortgagee, and its successors and assigns, do hereby consent to the execution and recordation of the Stormwater Control Agreement and agree that Mortgagee's interests shall be subject to and does hereby subordinate the lien of said Mortgage on the land described in Exhibit "A" to the same extent and with the same force and effect as if said Stormwater Control Agreement had been executed and recorded prior to the execution and recordation of said Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Subordination Agreement this day of _______, 202 5

MORTGAGEE:

Long River Real Estate Holding LLC, a Delaware limited liability Company

NAME: Aidi Xu

[Signature must be notarized.]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Delawere	
STATE OF CALIFORNIA)
) SS
On March 28th	_)
on Marib 22th	2025 before me, JOSEPH P. NGYEN, Notary
Public, personally appeared Air of satisfactory evidence to be the instrument and acknowledged to me	who proved to me on the basis person(s) whose name(s) is/are subscribed to the within that he/she/they executed the same in his/her/their authorized their signature(s) on the instrument the person(s), or the entity
is true and correct.	URY under the laws of the State of California that the foregoing
[Seal] Expines 2 EXPIRES 2 MAR. 06, 2027 OF DELAMATION	Witness my hand and official seal. (Signature)

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WATSONVILLE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1-87 AND LOTS A-L, PARCEL A, INCLUSIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1587 SUNSHINE GARDEN", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CRUZ COUNTY, STATE OF CALIFORNIA, ON OCTOBER 4, 2017 IN BOOK 127 OF MAPS AT PAGE 9, SANTA CRUZ COUNTY RECORDS.

APN: 018-731-01(Affects: Lot 1); 018-731-02 (Affects: Lot 2), 018-731-03 (Affects: Lot 3), 018-731-04 (Affects: Lot 4), 018-731-05 (Affects: Lot 5), 018-731-06 (Affects: Lot 6), 018-731-07 (Affects: Lot 7), 018-731-08 (Affects: Lot 8), 018-731-09 (Affects: Lot 9), 018-731-10 (Affects: Lot 10), 018-731-11 (Affects: Lot 11), 018-731-12 (Affects: Lot 12), 018-731-13 (Affects: Lot 13), 018-731-14 (Affects: Lot 14), 018-731-15 (Affects: Lot 15), 018-731-16 (Affects: Lot 16), 018-731-17 (Affects: Lot 17), 018-731-18 (Affects: Lot 18), 018-731-19 (Affects: Lot 19), 018-731-20 (Affects: Lot 20), 018-731-21 (Affects: Lot 21), 018-731-22 (Affects: Lot 22), 018-731-23 (Affects: Lot 23), 018-731-24 (Affects: Lot 24), 018-731-25 (Affects: Lot 25), 018-731-26 (Affects: Lot 26), 018-731-27 (Affects: Lot 27), 018-731-28 (Affects: Lot 28), 018-731-32 (Affects: Lot 29), 018-731-30 (Affects: Lot 30), 018-731-31 (Affects: Lot 31), 018-731-32 (Affects: Lot 32), 018-731-33 (Affects: Lot 33), 018-731-34 (Affects: Lot 34), 018-731-35 (Affects: Lot 35)