

REDEVELOPMENT AGENCY



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER
TOM BURNS
AGENCY ADMINISTRATOR

701 OCEAN STREET, ROOM 510 SANTA CRUZ, CALIFORNIA 95060-4000
PHONE (831) 454-2280 FAX (831) 454-3420 TDD (831) 454-2123

August 13, 1998

Agenda: August 25, 1998

Board of Directors
County of Santa Cruz Redevelopment Agency
701 Ocean Street
Santa Cruz, CA 95060

Bid Award - Daubenbiss Parking Lot Improvements

Dear Members of the Board:

On August 4, 1998, your Board, as the Board of Supervisors, received bids for the Daubenbiss Parking Lot Project, scheduled to begin construction in September. Subsequently, the Department of Public Works reviewed bid proposals and in a separate letter on this agenda, is asking the Board of Supervisors to accept the low bid for the base project and one add alternate received from Granite Construction Company for the amount of \$359,880, and to authorize the award of the associated contract. In order for the funds necessary for construction to be made available, a parallel action is required from you, as the Board of Directors of the Redevelopment Agency.

The contract for this project will provide for the expansion of and improvements to an existing public parking lot which is heavily used by customers of Soquel Village businesses. Improvements will include construction of a new entrance off of Porter Street to improve access and circulation, construction of new parking spaces, sidewalks, landscaping and night lighting as well as sidewalk, curb and gutter improvements on the Daubenbiss Avenue frontage of the lot.

A number of private properties surround the public parking facility. The Redevelopment Agency has negotiated agreements with these property owners that will allow portions of some of these properties to be improved and used for public access and parking, creating an integrated public parking facility. In exchange for the public parking easements, sidewalk, landscaping and parking improvements will be constructed on these properties. Additionally, these agreements provide for relocating access easements over the Agency's and others properties consistent with the planned parking lot improvements. Agreements with these property owners are included as Attachment 2 for your consideration.

This project is being financed through two funding sources, including the Redevelopment Agency's project budget, and the Soquel Roadside Improvement Fund. The Agency's share of the contract for construction of these improvements, including overhead and contingency is \$379,302.16. Funds have been set aside in Index 611203 for the project,

Board of Directors
August 13, 1998
Page 2

however, due to current bidding climate, the project costs are greater than originally anticipated. In order for the project to move forward it will be necessary to transfer \$100,000 from the Agency's project reserves. A resolution authorizing that transfer is included as Attachment 1.

Redevelopment Agency staff has determined that improvements associated with the Daubenbiss Parking Lot Project are of benefit to the Project Area, that no other reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's Five Year Implementation Plan.

It is therefore RECOMMENDED that your Board, as the Board of Directors for the Redevelopment Agency, take the following actions:

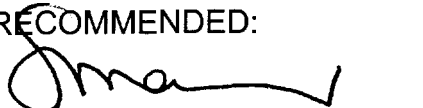
1. Approve Agency funds totaling \$379,302.16 for the construction of the Daubenbiss Parking Lot Project;
2. Approve the attached Resolution Accepting Unanticipated Revenue totaling \$100,000 from the Redevelopment Agency Capital Projects Bond Proceeds Reserves;
3. Authorize the Redevelopment Agency Administrator to sign and execute the attached easement agreements and take related actions; and
4. Concur with and adopt the associated findings.

Very truly yours,



Tom Burns
Redevelopment Agency Administrator
TB:bl

RECOMMENDED:



Susan A. Mauriello
Redevelopment Agency Director

Attachment 1. Resolution Accepting Unanticipated Revenue
Attachment 2. Easement Agreements (5)
cc. RDA, Public Works, Auditor-Controller
S:\Daubbrd.wpd

BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY
STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Director
duly seconded by Director
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the Santa Cruz County Redevelopment Agency is a recipient of funds from Capital Projects Bond Proceeds Reserves for the Daubenbiss Parking Lot Project; and

WHEREAS, the Agency is a recipient of funds in the amount of \$100,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the Agency; and

WHEREAS, pursuant to Government Code Section 29130(c), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Directors;


NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$100,000 as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	611100	2500	RDA Capital Projects	\$100,000

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	611203	9842		Soquel Parking Lot #3 (Lot 18)	\$100,000

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (have been) (will be) received within the current fiscal year.

By 
Department Head

Date 8/13/98

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Redevelopment Agency, State of California, this _____ day of _____, 19 __ by the following vote (requires four-fifths vote for approval):

AYES: DIRECTORS

NOES: DIRECTORS

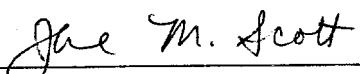
ABSENT: DIRECTORS

Chairperson of the Board

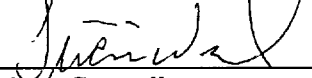
ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Agency Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 8/13/98
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Redevelopment

Recording Requested by:
Santa Cruz County Redevelopment Agency

407

When recorded mail to:
Santa Cruz County Redevelopment Agency
701 Ocean Street, Room 5 10
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on 8/17/98, between Patricia M. Mathews, hereafter referred to as "Grantor," and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic (hereafter referred to as to as "Grantee/Agency."

A. Grantor is the owner of certain real property, APN 030-142-03, situated in an unincorporated area of Santa Cruz County, California (hereafter referred to as the "Grantor's Property"), recorded in Book 1444, Page 729, and more particularly identified in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Grantee is the owner of certain real property adjacent to the Servient Tenement (hereinafter referred to as "Grantee's Property"), recorded in Book 2850, Page 682, and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. Grantor is also the owner of a sixteen (16) foot wide vehicle and pedestrian access easement over the Grantee's Property, more particularly described in Exhibit A.

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public Parking Facility pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Transfer of Existing Easement

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantor agrees to extinguish its existing easement described in Exhibit A, effective upon approval of this agreement.

2. Effective upon approval of this agreement Grantee/Agency grants a reciprocal easement over Grantee's Property sufficient to allow vehicular and pedestrian access from Daubenbiss Avenue to the Grantor's Property. Said access shall be a floating easement which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's property and provides vehicle and pedestrian access to the portion of the Grantor's property adjacent to the Public Parking Facility.

3. Grantor agrees to permit closure of the easements described in this document during the construction of the Public Parking Facility as necessary. This shall include but not be limited to temporary elimination of access to the property entrance adjacent to the Public Parking Facility.

Character of Easement

4. The easement granted in this Agreement is in gross,

Description of Easement

5. The easement granted in this Agreement is for pedestrian, vehicular and bicycle circulation, ingress and egress on, over and across the Grantee/Agency's Property.

Term

6. The easement granted in this Agreement shall run in perpetuity.

Improvements by Grantee/Agency

7. Within twelve (12) months from execution of this Agreement, the Grantee/Agency shall construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit C which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Operation and Maintenance

8. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial rules and regulations for its operation. Subsequently, the Grantee/Agency shall develop rules and regulations as recommended by the Soquel Village Parking and Business Improvement Area Advisory Board and approved by the Santa Cruz County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Construction Clean-up

9. Upon completion of the initial improvements in the easement area, the Grantee shall promptly clean up any construction caused debris, and shall clean up or pay to Grantor the actual and reasonable costs to clean any dirt and construction debris caused by or related to the Grantee's construction from the exterior of the Grantor's buildings and landscaped areas.

Assignment

10. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

11. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

12. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this

Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

13. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity

14. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees, from and against all claims arising out of or in connection with the construction and/or maintenance by Grantee/Agency of the Public Parking Facility excepting any liability arising out of the negligence of the Grantor, its agent or employees or invitees.

Permits and Documents

15. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement.

Cessation of Public Parking Facility

16. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the sixteen (16) foot wide pedestrian and vehicle access shall be granted from Grantee to Grantor, as set forth in paragraph 5 of the Easement Agreement dated July 21, 1998, between Richard and Ching Hua Chen and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY and more particularly identified as Exhibit D which is attached to this Agreement and hereby incorporated by reference.

Executed on 8-17-98

GRANTOR

Patricia M. Mathews
Patricia M. Mathews

GRANTEE

Tom Burns
Redevelopment Agency Administrator

Approved as to form

Joe M. Scott
County Counsel

Acknowledgment

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

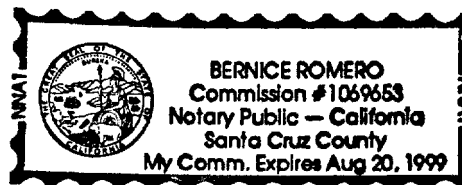
On August 17, 1998, before me, Bernice Romero ^{Notary Public} personally appeared Patricia M. Mathews AKA Patricia M. Bueh personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged 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@ acted, executed the instrument.

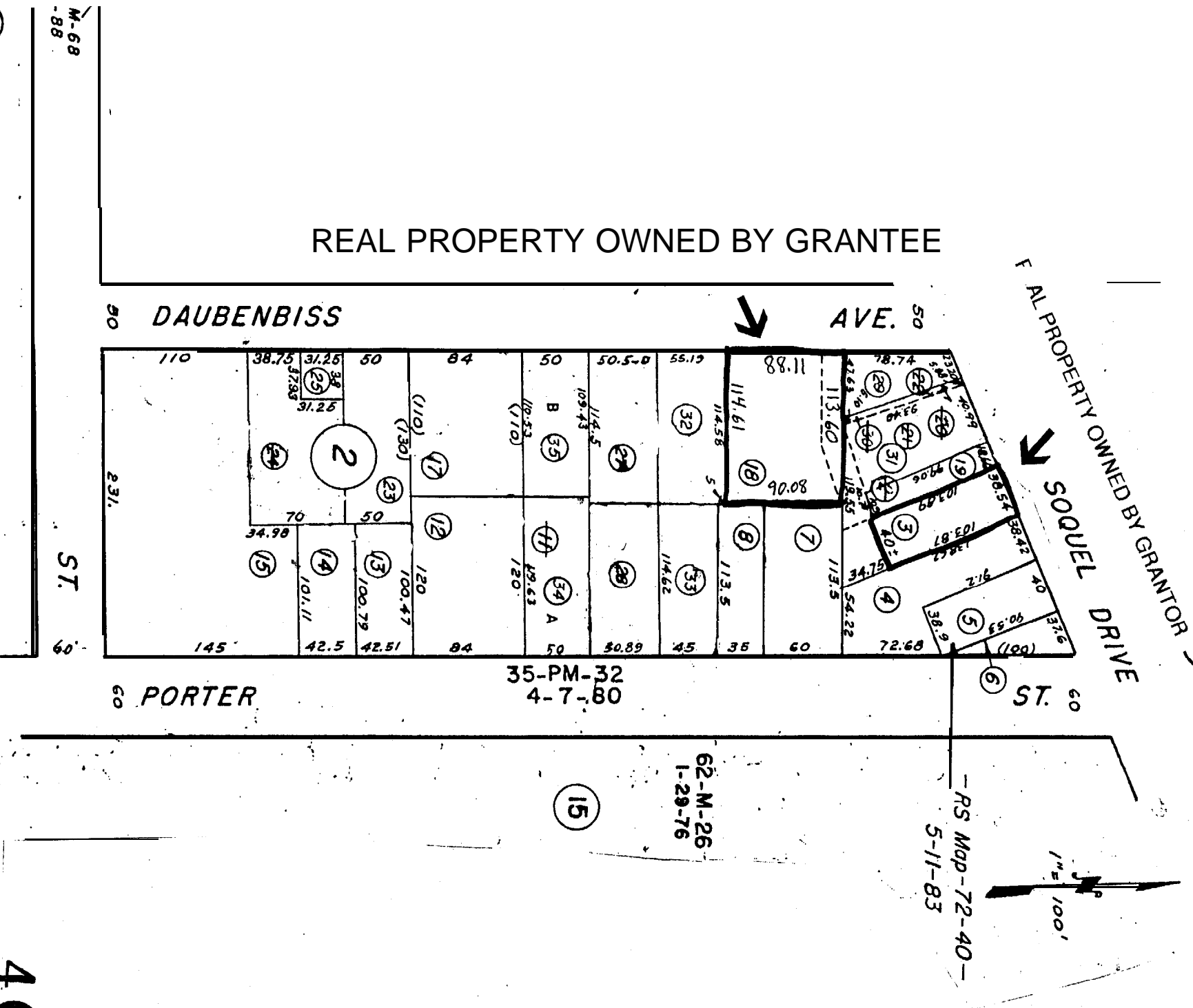
Witness my hand and official seal.

Bernice Romero

Notary Public

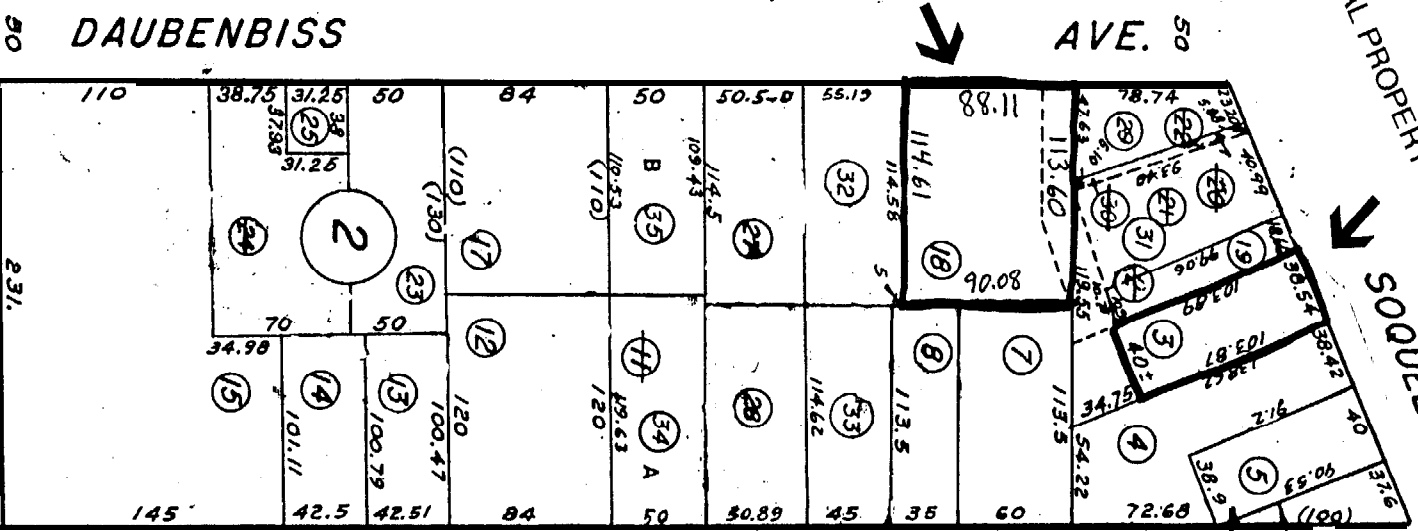
[SEAL]





REAL PROPERTY OWNED BY GRANTEE

REAL PROPERTY OWNED BY GRANTOR



M-68
-88

20

Note - Assessor's Parcel Block 8
Lot Numbers Shown in Circles

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

46

EXHIBIT A

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHEASTERLY LINE OF SOQUEL STREET IN THE TOWN OF SOQUEL AT THE WESTERN CORNER OF LAND CONVEYED TO THE TRUSTEES OF SANTA CRUZ LODGE INDEPENDENT ORDER OF ODD FELLOWS, BY DEED DATED OCTOBER 3, 1944 AND RECORDED OCTOBER 5, 1944 IN VOLUME 450 OF OFFICIAL RECORDS AT PAGE 396, SANTA CRUZ COUNTY RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND SOUTH 23° 17' EAST 103.87 FEET TO A POINT; THENCE ON A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SOQUEL STREET SOUTH 66° 43' WEST 41.83 FEET TO THE SOUTHEASTERLY CORNER OF LAND CONVEYED TO RUSSELL J. HAMM AND WIFE BY DEED DATED FEBRUARY 2, 1954 AND RECORDED FEBRUARY 8, 1954 IN VOLUME 953 OF OFFICIAL RECORDS AT PAGE 191, SANTA CRUZ COUNTY RECORDS; THENCE NORTH 22° 56' 30" WEST AND ALONG THE NORTHEASTERLY LINE OF SAID LAND CONVEYED TO HAMM 104.52 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SOQUEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 66° 43' EAST 40.00 FEET TO THE POINT OF BEGINNING.

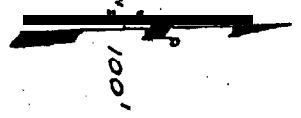
TOGETHER WITH THE RIGHT TO USE THE PARTY WALL ON THE NORTHEASTERN LINE OF THE PROPERTY HEREIN DESCRIBED, AND ALL RIGHTS PERTAINING TO SAID WALL, AS SAID RIGHTS WERE CREATED BY AN AGREEMENT BETWEEN SOQUEL LODGE NO. 137 I.O.O.F. AND ELMER D. WATROUS, ET UX., RECORDED ON APRIL 16, 1923 IN VOLUME 124 OF OFFICIAL RECORDS AT PAGE 26 1, SANTA CRUZ COUNTY RECORDS.

TOGETHER WITH A RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AND FROM WHICH THE SOUTHEASTERLY CORNER OF DAUBENBISS AVENUE AND SOQUEL STREET BEARS NORTH 0° 15' WEST 78.84 FEET DISTANT, SAID POINT OF BEGINNING BEING THE NORTHWESTERLY CORNER OF LANDS OF HENRY W. HILL, AS CONVEYED TO ROXIE HILL BY DEED DATED JANUARY 14, 1913 AND RECORDED NOVEMBER 9, 1932 IN VOLUME 235 OF OFFICIAL RECORDS AT PAGE 323, SANTA CRUZ COUNTY RECORDS, AND AS SAID CORNER WAS SHOWN ON THE LICENSED SURVEYOR'S MAP OF A PORTION OF THE TOWN OF SOQUEL, AS SURVEYED IN DECEMBER OF 1926, AND FILED APRIL 4, 1928 IN VOLUME 21 OF MAPS AT PAGE 32, SANTA CRUZ COUNTY RECORDS; THENCE LEAVING DAUBENBISS AVENUE AND RUNNING ALONG THE NORTHERLY BOUNDARY OF LANDS OF HILL, AS SHOWN ON SAID LICENSED SURVEYOR'S MAP, NORTH 89° 13' EAST 52.73 FEET TO A STATION; THENCE NORTH 73° 55' EAST 60.63 FEET TO A

STATION; THENCE NORTH $89^{\circ} 13'$ EAST 10.92 FEET; THENCE NORTH $66^{\circ} 43'$ EAST 41.83 FEET TO A POINT; THENCE SOUTH $22^{\circ} 17'$ EAST 34.67 FEET TO A POINT; THENCE SOUTH $89^{\circ} 13'$ WEST 59.28 FEET TO A, STATION; THENCE SOUTH $73^{\circ} 55'$ WEST 60.63 FEET TO A STATION; THENCE SOUTH $89^{\circ} 13'$ WEST 55.03 FEET TO A STATION ON THE EASTERLY EDGE OF DAUBENBISS AVENUE; THENCE NORTH $0^{\circ} 15'$ WEST 16.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 030-142-03



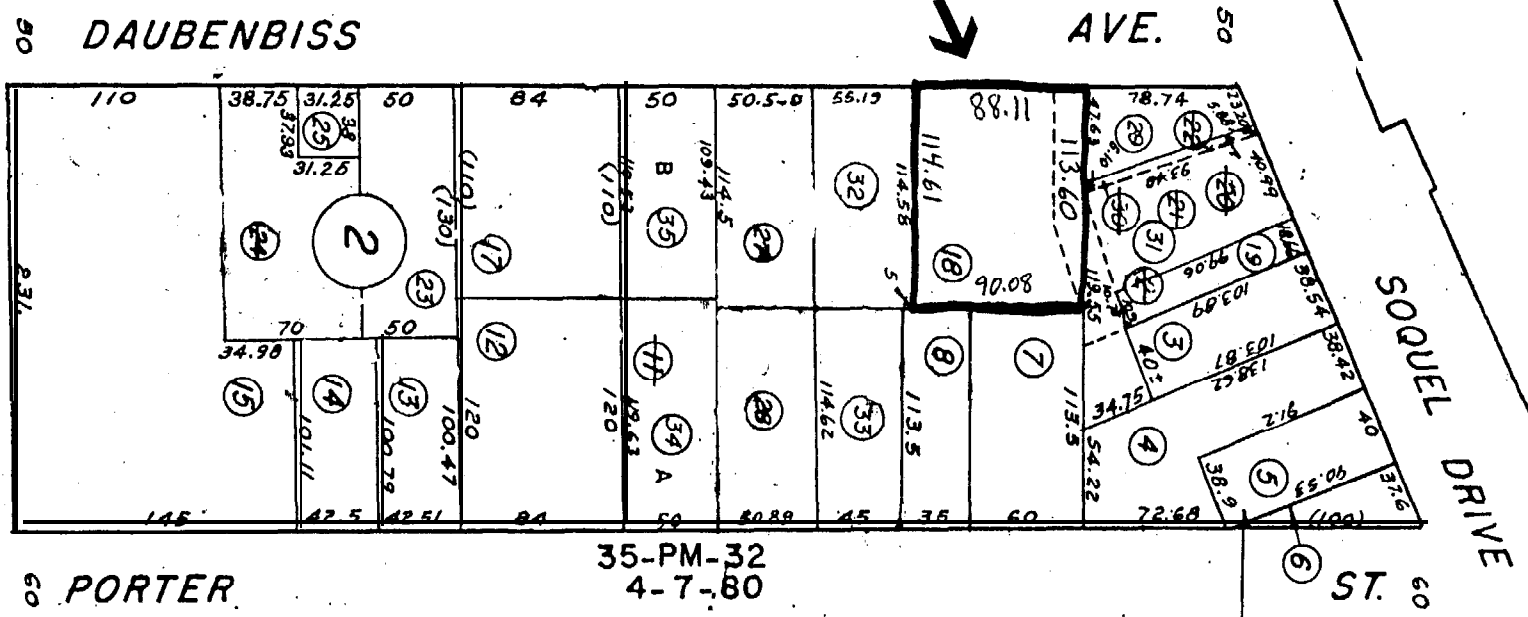
RS Map-72-40-
5-11-83

62-M-26
1-29-76

35-PM-32
4-7-80

M-68
-88

REAL PROPERTY OWNED BY GRANTEE



ST.

PORTER

DAUBENBISS

AVE.

SOQUEL DRIVE

ST.

Note - Assessor's Parcel Block 8
Lot Numbers Shown in Circles

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

46

20

EXHIBIT B

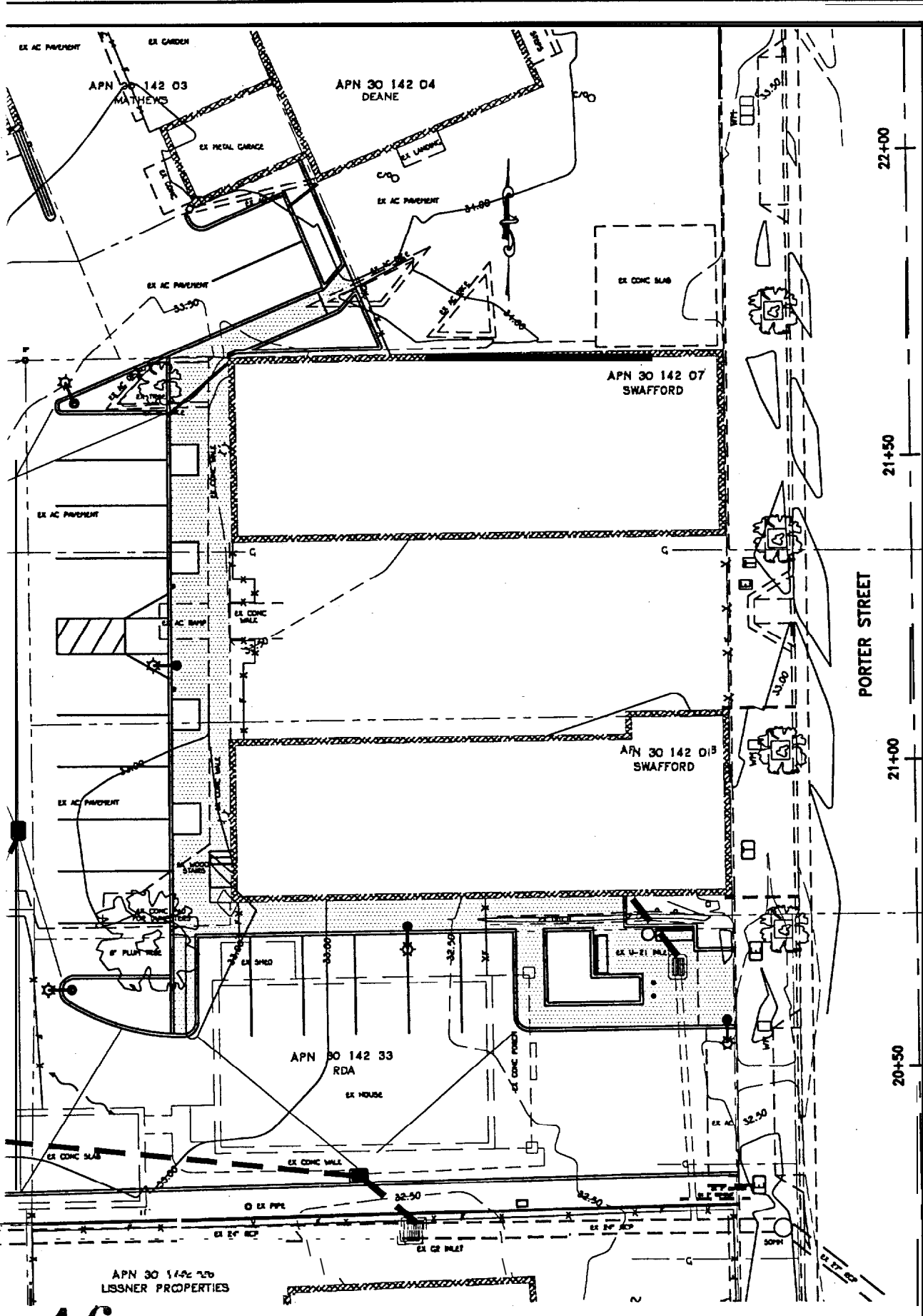
SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AT THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO NANNIE T. LEWIS, BY DEED RECORDED IN VOLUME 200, PAGE 217 OFFICIAL RECORDS, THENCE ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE NORTH 0" 15' WEST 88 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE LANDS CONVEYED TO MARGARET E. BARER, ET AL, BY DEED RECORDED IN VOLUME 33 1, PAGE 476, OFFICIAL RECORDS, THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS OF BARER, N89° 13' EAST 113 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO S.H. CHASE BY DEED RECORDED IN VOLUME 208, PAGE 418, OFFICIAL RECORDS, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LANDS OF CHASE AND OF SLOAN 88 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID LANDS OF NANNIE T. LEWIS, THENCE WESTERLY 112.33 TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR FOR THE BENEFIT OF THE REMAINING LANDS, A RIGHT OF WAY FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED ABOVE; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF 113 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTH 73° 55' WEST 60.63 FEET TO A POINT THENCE SOUTH 89" 13' WEST 55.03 FEET TO A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE, THENCE NORTH 0" 15' WEST ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE 16.0 FEET TO THE POINT OF THE BEGINNING.

Assessor's Parcel Number: 030-142- 18



DATE	REVISION	BY
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS		PROJECT ENGINEER
DAUBENBISS PARKING LOT		RALPH NORBERG
PARKING LOT PLAN		
DRAWING ROOM		
CHECKED: CDR		
DATE: 5/98		
SCALE: 1"=10'		
JOB NO.		
SHEET		
3 of 7		

Recording Requested by:
Santa Cruz County Redevelopment Agency

When recorded mail to:
Santa Cruz County Redevelopment Agency
70 1 Ocean Street, Room 5 10
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on July 21, 1998 by and between Richard and Ching Hua Chen, hereafter referred to as "Grantors," and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic (hereafter referred to as to as "Grantee/Agency.")

A. Grantors are the owners of certain real property, APNs 030-142-3 1, situated in an unincorporated area of Santa Cruz County, California (hereafter referred to as the Servient Tenement"), and more particularly identified in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Grantee/Agency desires to acquire certain rights in the Servient Tenement. Grantee is the owner of certain real property adjacent to the Servient Tenement (hereinafter referred to as "Grantee's Property"), and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design. criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public

Parking Facility pursuant to this Agreement, and the **fulfillment** generally of this Agreement, are in the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Grant of Easement

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantors grant to Grantee an easement, subject to the terms of this Agreement.

Character of Easement

2. The easement granted in this Agreement is in gross.

Description of Easement

3. The easement granted in this Agreement is for parking, landscaping, pedestrian, vehicular, and bicycle circulation, ingress and egress on, over and across the Servient Tenement. The easement granted herein is more fully described in Exhibit C, which is attached to this Agreement and hereby incorporated by reference.

Secondary Easements

4. The easement granted in this Agreement includes the following incidental rights: construction of improvements, maintenance, repairs, and all other incidental activities reasonably related to the development and operation of a Public Parking Facility. In exercising these rights, Grantee will use reasonable care and not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement not contemplated herein.

Term

5. The easement granted in this Agreement shall run in perpetuity. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the easement granted by this Agreement shall revert to the Grantors, except for a sixteen (16) foot wide pedestrian and vehicle access to Parcels 030-142-03 and 030-142- 19 which shall run in **perpetuity** unless a separate easement agreement with the owners of these parcels is negotiated.. If said reversion occurs, within thirty (30) days of the reversion, Grantee shall, at its sole expense record a quitclaim or other appropriate deed restoring unencumbered ownership to Grantor, provided that Grantors provide a

written request for the reversion. Grantee shall pay all expenses related to the recordation of the reversion.

Exclusive Easement

6. Grantee/Agency's use of the easement granted in this Agreement shall be exclusive. Grantors shall not grant or assign to others any right-of-way or easement in the Servient Tenement that would unreasonably interfere with the use of the easement granted. Notwithstanding the terms of this provision, Grantors reserve the right to use the Servient Tenement in a manner consistent with normal business and commercial activities, which shall not unreasonably interfere with the Grantee's free use and enjoyment of the easement, including access to the Servient Tenement by the Grantors, its tenants or agents for the purposes of reasonably necessary repair and maintenance. Grantors, its tenants, agents and invitees shall have access exclusively through access points and interior circulation lanes designated by the Grantee/Agency.

Reciprocal and Existing Easement

7. Effective upon approval of this agreement Grantee/Agency grants a reciprocal easement sufficient to allow vehicular and pedestrian access over the Grantee's property from Daubenbiss Avenue to the Grantors' property. Said access shall be a floating easement which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's Property. Notwithstanding the event of a reversion as specified in Paragraph 5, above, Grantors shall retain this reciprocal easement in perpetuity.

8. Approval of this agreement shall immediately extinguish the Grantors' interest in the existing vehicular and pedestrian access from Daubenbiss Avenue over Grantors property, recorded in Book 2850, page 68 1, and which is more specifically described in Exhibit ~~B~~ ^{Grantee's} _D.

9. Grantor agrees to permit closure of the easement described in 7 above during the construction of the Public Parking Facility as necessary. This shall include but not be limited to temporary elimination of access to the property entrance adjacent to the Public Parking Facility.

Improvements by Grantee/Agency

10. Within twelve (12) months from execution of this Agreement, The Grantee/Agency shall construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit ~~B~~ ^D which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Operation and Maintenance

11. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial

rules and regulations for its operation. Subsequently, the Grantee/Agency shall develop rules and regulations as recommended by the Soquel Village Parking and Business Improvement Area Advisory Board and approved by the Santa Cruz County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Existing Parking Spaces

12. In recognition of the five (5) existing parking spaces located in the area of the easement, the Grantee/Agency agrees to the following:

- a. The Grantors shall receive credit for five (5) existing parking spaces in determining the parking maintenance and operation charge for the Soquel Village Parking and Business Improvement Area. These parking spaces may be distributed among tenant businesses for the purposes of determining parking charges in the sole discretion of the Grantors;
- b. Upon the written request of the Grantors, within ninety (90) days, the Grantee shall record, for the benefit of the Grantors, the appropriate documents establishing parking space credits for planning permit purposes under the provisions of Chapter 13.10.555 of the Santa Cruz County Code.
- c. One (1) reserved space for the use of the Grantor or his tenants shall be provided in the Public Parking Facility in a location determined by the Grantee/Agency.
- d. Two (2) employee parking places for the use of the Grantor or his tenants shall be provided by the Redevelopment Agency for no charge.

Grantors and Their Tenants

13. The Grantors shall agree to:

- a. locate trash receptacles in the shared trash enclosure, to share trash receptacles with adjoining businesses and to pay for a shared trash collection on a schedule to be determined by the Grantee/Agency based on the needs of businesses adjoining the Public Parking Facility;
- b. maintain the shared trash facilities in a clean and sanitary fashion as determined by the Grantee/Agency;
- c. refrain from dumping waste materials within the Public Parking Facility.
- d. by lease or other agreement require any tenants to comply with the provisions of 13a, 13b., and 13c. above.

14. Notwithstanding the foregoing, Grantors, their tenants, and agents shall not be responsible for cleaning said trash facilities, or for removal and cleanup of waste materials of any kind including those considered by State or Federal regulations to be "Hazardous Waste" materials if the dumping, or presence of said waste or unsanitary condition of the trash facilities is caused by the general public, or persons other than the Grantor, its tenants or their agents. Ordinary cleanup **and removal** of waste, including Hazardous Waste, if not reasonably determined to be caused by the Grantors, their tenants, or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 11 above.

Repairs, Clean Up and Tenant Activities

15. The Grantors shall pay the costs of any repairs or clean up of the easement area necessitated by their activities or the activities of their tenants. The intent of this provision of the agreement is not to prohibit or adversely affect normal lawful use of the easement area but to maintain a clean parking facility for the benefit of the public and all tenants. These costs may be recovered through a lien against the property if not paid within sixty (60) days of presentation of an invoice from the Grantee/Agency with a written description of the repair or clean up, an itemization of costs, and documentation including the approximate date of the causative activities, the name of the responsible tenant or tenants, and reasonable proof that the parties named are in fact responsible for the damage or cleanup for which the claim is made. Ordinary cleanup and repair of damages not reasonably determined to be caused by the Grantors, its tenants or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 10 above. Any claims brought under this section shall be presented to the Grantors prior to cleaning or repair if practical, but in any even, such claims must be presented to Grantors within thirty (30) days of **discovery**.

Construction Clean-up

16. Upon completion of the initial improvements in the easement area, the Grantee shall promptly clean up any construction caused debris, and shall clean up or pay to Grantor the actual and reasonable costs to clean any dirt and construction debris caused by or related to the Grantee's construction from the exterior of the Grantor's buildings and landscaped areas.

Disestablishment of Improvement Area

17. If the Soquel Village Parking and Business Improvement Area is disestablished under the provisions of Chapter 9.42 of the Santa **Cruz** County Code, the Grantee/Agency shall have the authority to implement one or a combination of the following alternatives:

- a. require the Grantor to pay for a portion of the total costs for maintenance and operation of the Public Parking Facility determined by dividing the total cost by the number of parcels adjoining the Public Parking Facility, or some other reasonable formula mutually agreed upon. The costs referred to in this section shall include only the

ongoing reasonable and actual costs of maintenance and operation of the Public Parking Facility and shall not include any debt service or repayment of the initial costs of construction of the Public Parking Facility.

b. increase public fees for the use of the Public Parking Facility sufficiently to pay for all or a portion of the maintenance and operation costs; or

c. close the Public Parking Facility, with a reversion of the easement as set forth in paragraph 5 above. The reciprocal easement granted in Paragraph 7 above shall survive the closure of the Public Parking Facility; or

d. any other option at the discretion of the Grantee/Agency.

Assignment

18. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

19. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

20. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

21. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity

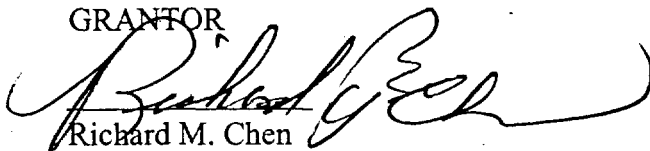
22. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees, from and against all claims arising out of or in connection with the construction and/or maintenance by Grantee/Agency of the Public Parking Facility excepting any liability arising out of the negligence of the Grantor, its agent or employees or invitees.

Permits and Documents

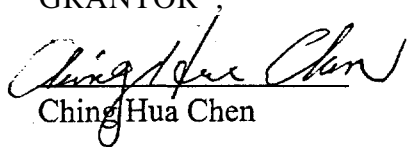
23. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement.

Executed on 7-21-98

GRANTOR


Richard M. Chen

GRANTOR


Ching Hua Chen

GRANTEE

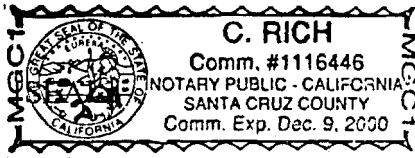
Tom Bums
Redevelopment Agency Administrator

Acknowledgment

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

On 7-21-98, before me, C. Rich, personally
appeared RICHARD M. CHEN & CHING HUA CHEN *
personally known to me (or 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.



C. Rich
Notary Public

Recording Requested by:
Santa Cruz County Redevelopment Agency

428

When recorded mail to:
Santa Cruz County Redevelopment Agency
70 1 Ocean Street, Room 5 10
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on July 21, 1998 by and between Richard and Ching Hua Chen, hereafter referred to as "Grantors," and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic (hereafter referred to as to as "Grantee/Agency."

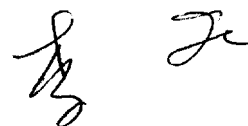
A. Grantors are the owners of certain real property, APNs 030-142-3 1, situated in an unincorporated area of Santa Cruz County, California (hereafter referred to as the Servient Tenement"), and more particularly identified in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

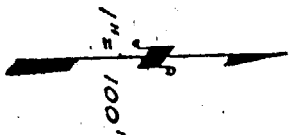
B. Grantee/Agency desires to acquire certain rights in the Servient Tenement. Grantee is the owner of certain real property adjacent to the Servient Tenement (hereinafter referred to as "Grantee's Property"), and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public





RS Map-72-40-
5-11-83

62-M-26
1-29-76

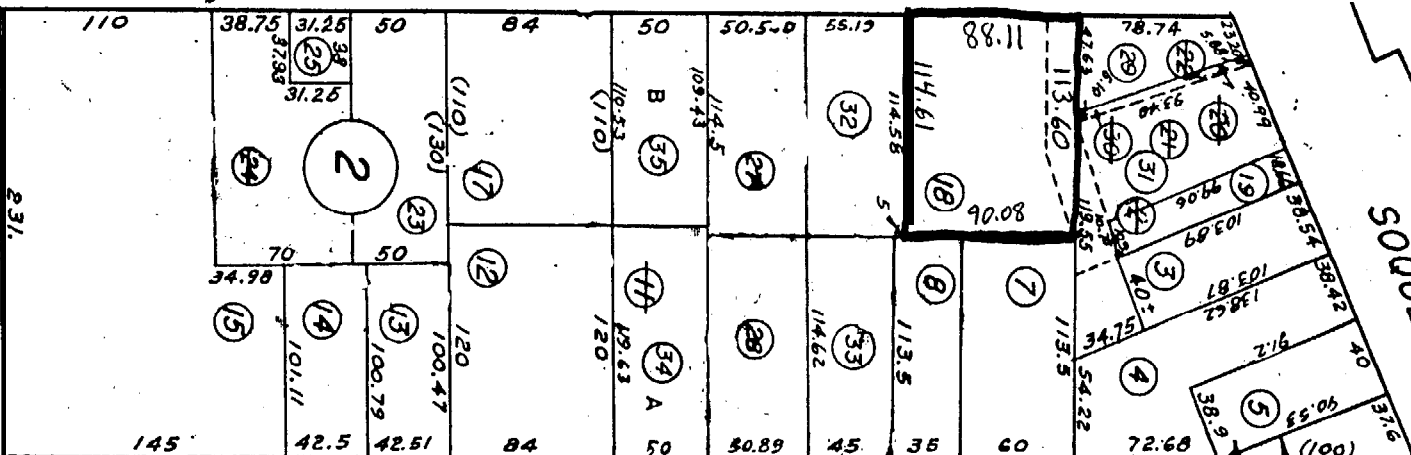
(15)

35-PM-32
4-7-80

REAL PROPERTY OWNED BY GRANTEE

50 DAUBENBISS

50 AVE.



M-68
-88

ST.

60 PORTER

60 ST.

1" = 100'

(20)

Note - Assessor's Parcel Block 8
Lot Numbers Shown in Circles

Assessor's Map No. 30416
County of Santa Cruz, Calif.
July 1950

EXHIBIT B

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AT THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO NANNIE T. LEWIS, BY DEED RECORDED IN VOLUME 200, PAGE 217 OFFICIAL RECORDS, THENCE ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE NORTH 0" 15' WEST 88 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE LANDS CONVEYED TO MARGARET E. BAKER, ET AL, BY DEED RECORDED IN VOLUME 33 1, PAGE 476, OFFICIAL RECORDS, THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS OF BAKER, N89° 13' EAST 113 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO S.H. CHASE BY DEED RECORDED IN VOLUME 208, PAGE 418, OFFICIAL RECORDS, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LANDS OF CHASE AND OF SLOAN 88 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID LANDS OF NANNIE T. LEWIS, THENCE WESTERLY 112.33 TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR FOR THE BENEFIT OF THE REMAINING LANDS, A RIGHT OF WAY FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED ABOVE; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF 113 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTH 73" 55' WEST 60.63 FEET TO A POINT THENCE SOUTH 89" 13' WEST 55.03 FEET TO A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE, THENCE NORTH 0" 15' WEST ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE 16.0 FEET TO THE POINT OF THE BEGINNING.

Assessor's Parcel Number: 030-142- 18

CHEN

APN 30-142-31

Situate in the County of Santa Cruz, State of California, and described as follows:

Being a portion of the land transferred to Richard M. Chen, Ching Hua Chen, and Anna C. Gerber by that deed recorded December 26, 1984, in Volume 3789 of Official Records of Santa Cruz County at Page 164, and more particularly described as follows:

Beginning at the southwesterly comer of said land of Chen; thence **from** said point of beginning along the southerly boundary of said land North 89° 13' 00" East 125.11 feet to the southeasterly comer of said land of Chen; thence along the easterly boundary of said land North 23° 17' 00" West 34.67 feet; thence continuing along the boundary of said land the following courses and distances: South 66° 43' 00" West 40.63 feet, South 89° 15' 00" West 10.92 feet, South 73° 55' 00" West 10.17 feet, and North 22° 03' 00" West 18.96 feet; thence leaving said boundary South 67° 48' 17" West 51.65 feet; thence North 22° 11' 43" West 7.81 feet; thence South 66° 36' 00" West 1.48 feet to a point on the westerly boundary of said land of Chen; thence, along said westerly boundary South 16° 57' 44" East 20.12 feet to the point of beginning.

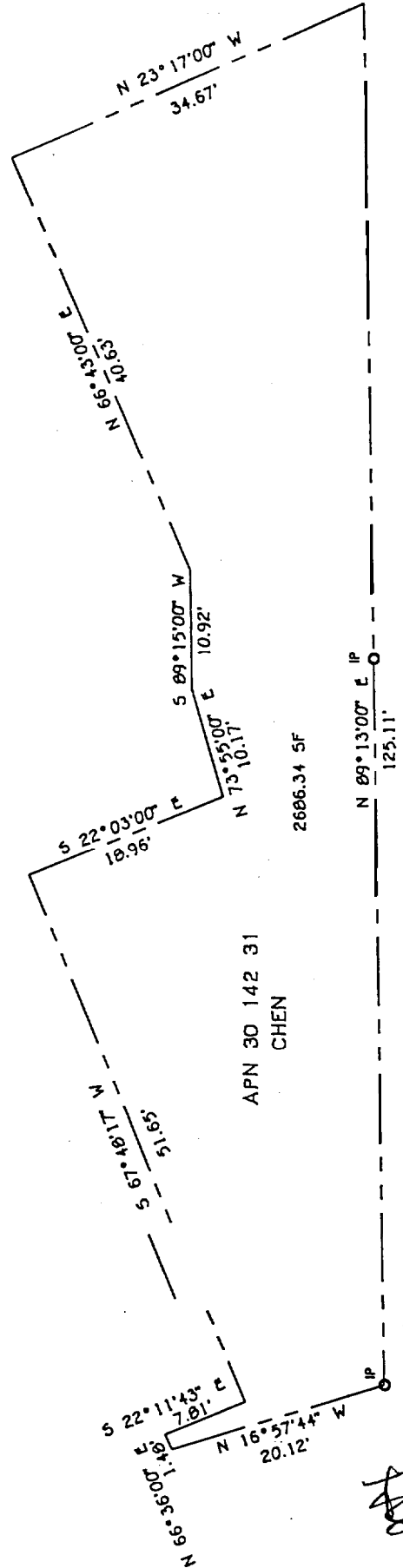
Containing 2,686 square feet, more or less.

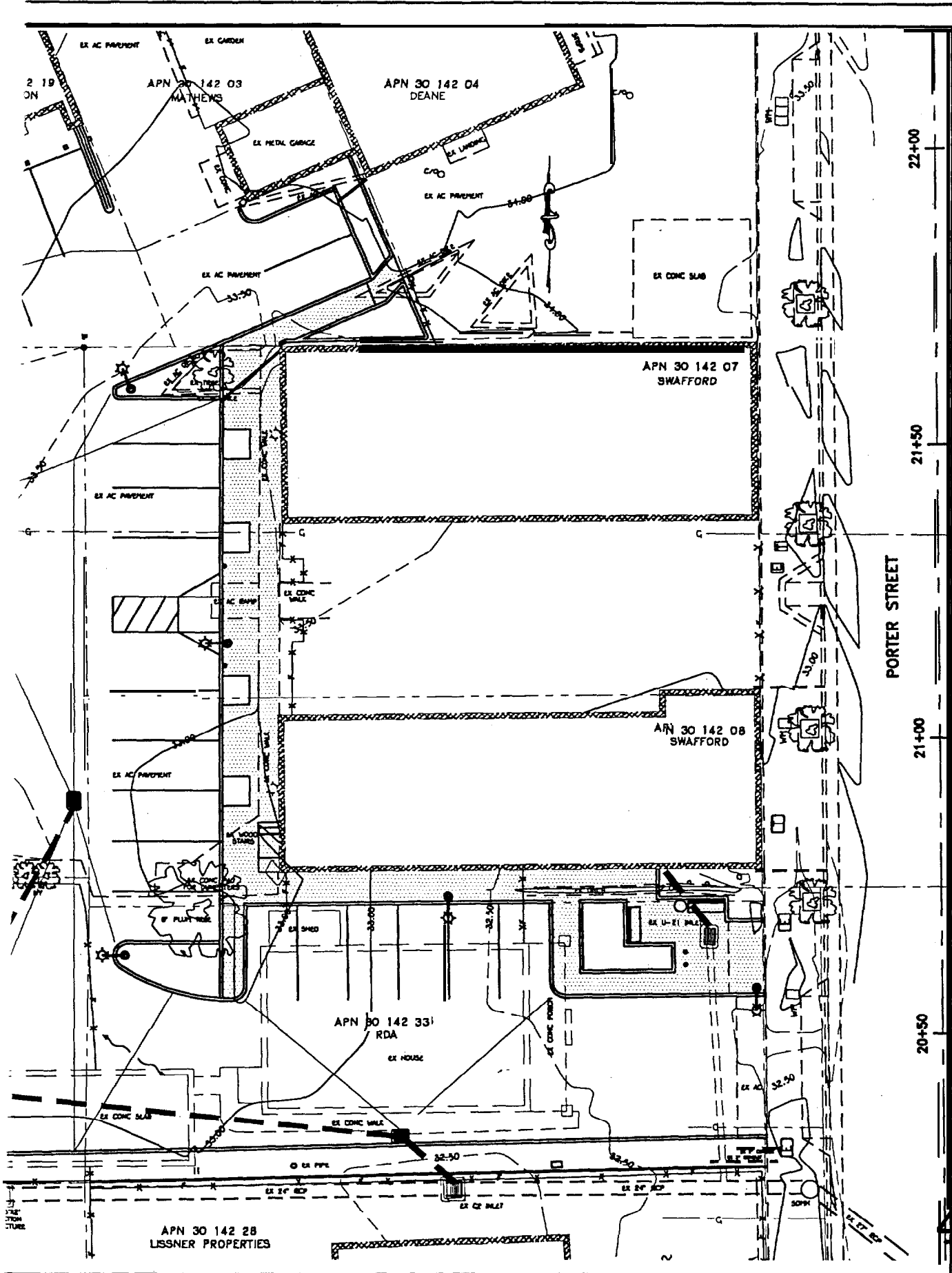
RHN:bbs

CHENB

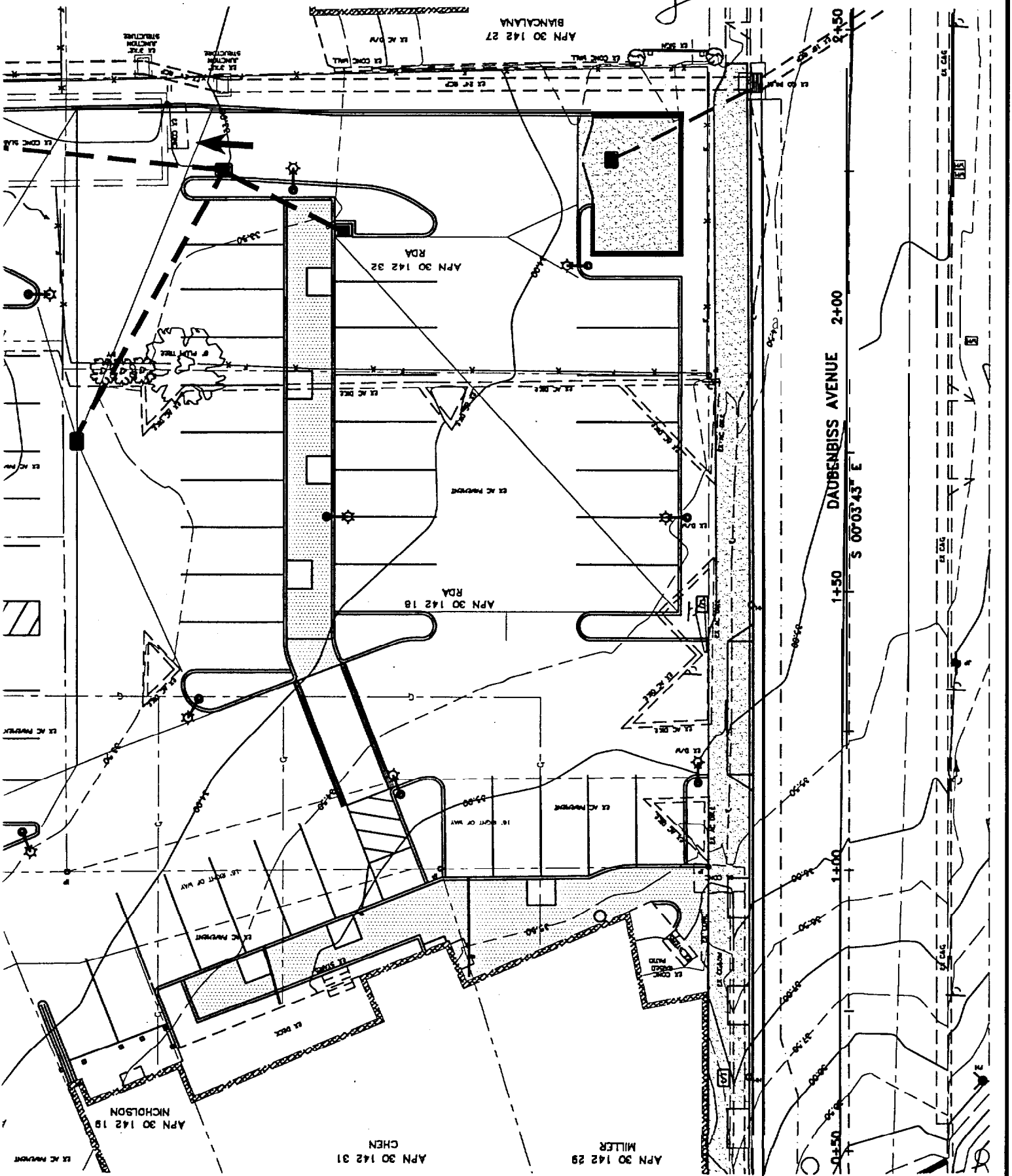
Je
46

(2)





DATE	REVISION
PROJECT ENGINEER	RALPH NORBERG
DAUBENBISS PARKING LOT PARKING LOT PLAN	
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	PROJECT ENGINEER
DRAWN: RHN	CHECKED: CDR
DATE: 5/98	SCALE: 1" = 10'
SHEET NO.	3 OF 7



APN 30 142 29
MILLER

APN 30 142 31
CHEN

APN 30 142 19
NICHOLSON

DAUBENBISS AVENUE 2+00

1+50

1+00

0+50

S 00°03'43" E

Recording Requested by:
Santa Cruz County Redevelopment Agency

443

When recorded mail to:
Santa Cruz County Redevelopment Agency
70 1 Ocean Street, Room 5 10
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on 8-17-98 by and between Owen N. and Leticia Ann Miller, hereafter referred to as "Grantors," and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic (hereafter referred to as to as "Grantee/Agency."

A. Grantors are the owner of certain real property, APN 030-142-29, situated in an unincorporated area of Santa Cruz County, California (hereafter referred to as the Servient Tenement"), and more particularly identified in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Grantee/Agency desires to acquire certain rights in the Servient Tenement. Grantee is the owner of certain real property adjacent to the Servient Tenement (hereinafter referred to as "Grantee's Property"), and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference. .

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public

Parking Facility pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Grant of Easement

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantors grant to Grantee an easement, subject to the terms of this Agreement.

Character of Easement

2. The easement granted in this Agreement is in gross.

Description of Easement

3. The easement granted in this Agreement is for parking, landscaping, pedestrian, vehicular, and bicycle circulation, ingress and egress on, over and across the Servient Tenement. The easement granted herein is more fully described in Exhibit C, which is attached to this Agreement and hereby incorporated by reference.

Secondary Easements

4. The easement granted in this Agreement includes the following incidental rights: construction of improvements, maintenance, repairs, and all other incidental activities reasonably related to the development and operation of a Public Parking Facility. In exercising these rights, Grantee will use reasonable care and not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement not contemplated herein.

Term

5. The easement granted in this Agreement shall run in perpetuity. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the easement granted by this Agreement shall revert to the Grantors. If said reversion occurs, within thirty (30) days of the reversion, Grantee shall, at its sole expense record a quitclaim or other appropriate deed restoring unencumbered ownership to Grantors, provided that Grantors provide a written request for the reversion. Grantee shall pay all expenses related to the recordation of the reversion.

Exclusive Easement

6. Grantee/Agency's use of the easement granted in this Agreement shall be exclusive. Grantors shall not grant or assign to others any right-of-way or easement in the Servient Tenement that would unreasonably interfere with the use of the easement granted. Notwithstanding the terms of this provision, Grantors reserve the right to use the Servient Tenement in a manner consistent with normal business and commercial activities, which shall not unreasonably interfere with the Grantee's free use and enjoyment of the easement, including access to the Servient Tenement by the Grantors, its tenants or agents for the purposes of reasonably necessary repair and maintenance. Grantors, its tenants, agents and invitees shall have access exclusively through access points and interior circulation lanes designated by the Grantee/Agency.

Reciprocal and Existing Easement

7. Effective upon approval of this agreement, Grantee/Agency grants a reciprocal easement sufficient to allow vehicular and pedestrian access over the Grantee's property from Daubenbiss Avenue to the Grantors' property . Said access shall be a floating easement which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's Property. Notwithstanding the event of a reversion as specified in Paragraph 5, above, Grantors shall retain this reciprocal easement in perpetuity.

8. Approval of this agreement shall immediately extinguish the Grantors' interest in the existing vehicular and pedestrian access from Daubenbiss Avenue over Grantee's property, recorded in Volume 5 197, Page 552, and which is more specifically described in Exhibit A.

9. Grantor agrees to permit closure of the easement described in 7 above during the construction of the Public Parking Facility as necessary. This shall include but not be limited to temporary elimination of access to the property entrance adjacent to the Public Parking Facility.

Improvements by Grantee/Agency

10. Within twelve (12) months from execution of this Agreement, The Grantee/Agency shall construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit D which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Operation and Maintenance

11. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial rules and regulations for its operation. Subsequently, the Grantee/Agency shall develop rules and regulations as recommended by the Soquel Village Parking and Business Improvement Area

Advisory Board and approved by the Santa Cruz County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Existing Parking Spaces

12. In recognition of the one (1) existing parking space located in the area of the easement, the Grantee/Agency agrees to the following:

- a. The Grantors shall receive credit for one (1) existing parking space in determining the parking maintenance and operation charge for the Soquel Village Parking and Business Improvement Area. These parking spaces may be distributed among tenant businesses for the purposes of determining parking charges in the sole discretion of the Grantors;
- b. Upon the written request of the Grantors, within ninety (90) days, the Grantee shall record, for the benefit of the Grantors, the appropriate documents establishing parking space credits for planning permit purposes under the provisions of Chapter 13.10.555 of the Santa Cruz County Code.
- c. One (1) reserved space for the use of the Grantor or his tenants shall be provided in the Public Parking Facility in a location determined by the Grantee/Agency.

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13. The Grantors shall agree to:

- a. locate trash receptacles in the shared trash enclosure, to share trash receptacles with adjoining businesses and to pay for a shared trash collection on a schedule to be determined by the Grantee/Agency based on the needs of businesses adjoining the Public Parking Facility;
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- c. refrain from dumping waste materials within the Public Parking Facility.
- d. by lease or other agreement require any tenants to comply with the provisions of 13a, 13b., and 13c. above.

14. Notwithstanding the foregoing, Grantors, their tenants, and agents shall not be responsible for cleaning said trash facilities, or for removal and cleanup of waste materials of any kind including those considered by State or Federal regulations to be "Hazardous Waste" materials if the dumping, or presence of said waste or unsanitary condition of the trash facilities is caused by

the general public, or persons other than the Grantor, its tenants or their agents. Ordinary cleanup and removal of waste, including Hazardous Waste, if not reasonably determined to be caused by the Grantors, their tenants, or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 11 above,

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17. If the Soquel Village Parking and Business Improvement Area is disestablished under the provisions of Chapter 9.42 of the Santa Cruz County Code, the Grantee/Agency shall have the authority to implement one or a combination of the following alternatives:

- a. require the Grantor to pay for a portion of the total costs for maintenance and operation of the Public Parking Facility determined by dividing the total cost by the number of parcels adjoining the Public Parking Facility, or some other reasonable formula mutually agreed upon. The costs referred to in this section shall include only the ongoing reasonable and actual costs of maintenance and operation of the Public Parking Facility and shall not include any debt service or repayment of the initial costs of construction of the Public Parking Facility.

- b. increase public fees for the use of the Public Parking Facility sufficiently to pay for all or a portion of the maintenance and operation costs; or
- c. close the Public Parking Facility, with a reversion of the easement as set forth in paragraph 5 above. The reciprocal easement granted in Paragraph 7 above shall survive the closure of the Public Parking Facility; or
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Assignment

18. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

19. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

20. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

21. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity

22. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees, from and against all claims arising out of or in connection with the construction and/or maintenance by Grantee/Agency of the Public Parking Facility excepting any liability arising out of the negligence of the Grantor, its agent or employees or invitees.

Permits and Documents

23. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement.

Executed on 8-17-98

GRANTOR



Owen N. Miller

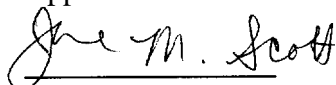
GRANTOR

In 
Leticia Ann Miller
Leticia

GRANTEE

Tom Burns
Redevelopment Agency Administrator

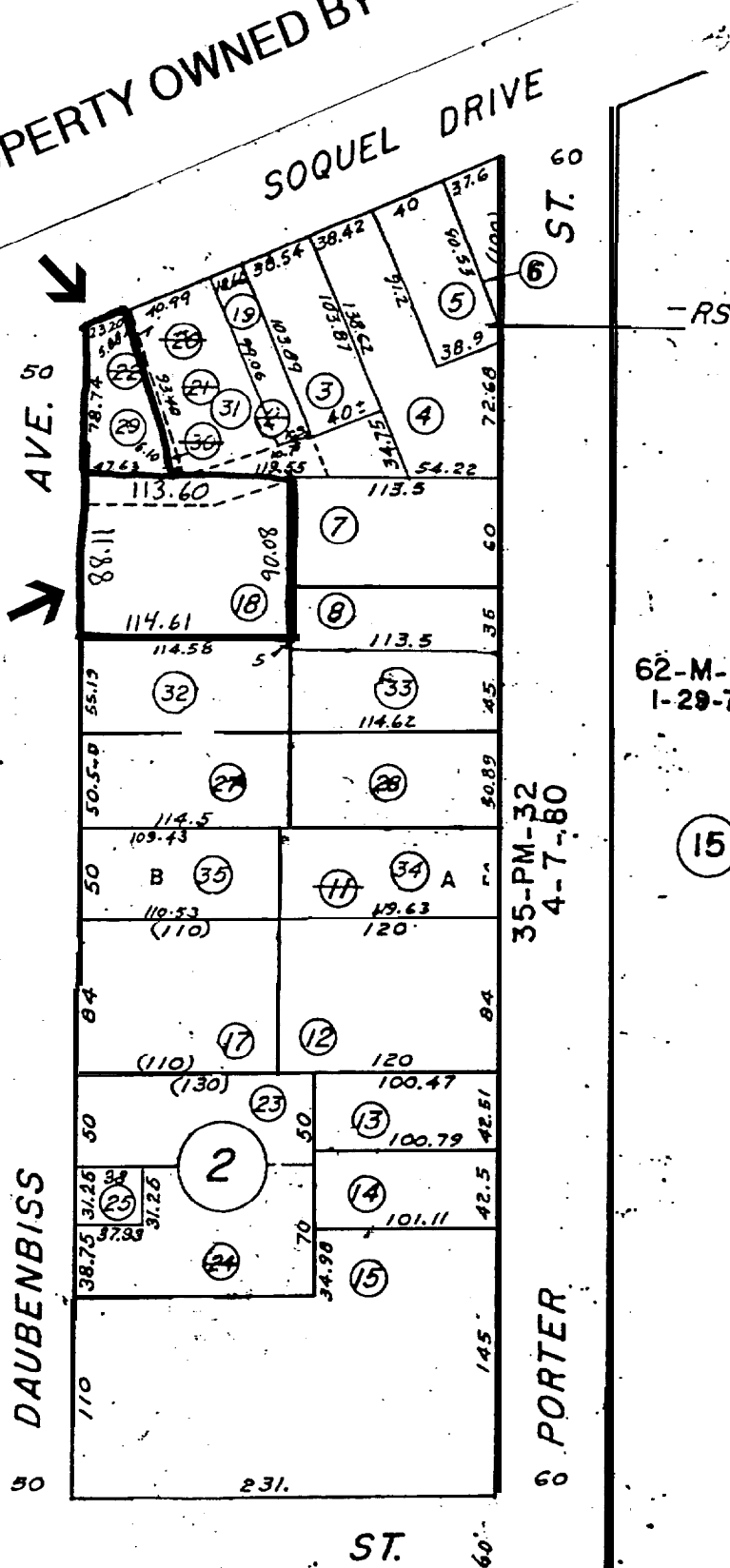
Approved as to form



County Counsel

REAL PROPERTY OWNED BY GRANTOR

REAL PROPERTY OWNED BY GRANTEE



- RS Map-72-40-
5-11-83

62-M-26
1-29-76

35-PM-32
4-7-80

(15)

M-68
-88

(20)

461

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

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

Miller

Exhibit A

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AND FROM WHICH THE SOUTHEASTERLY CORNER OF DAUBENBISS AVENUE AND SOQUEL STREET BEARS NORTH 0 DEGREES 15' WEST 78.84 FEET DISTANT, SAID POINT OF BEGINNING BEING THE NORTHWESTERLY CORNER OF LANDS OF HENRY W. HILL, AS CONVEYED TO ROXIE HILL BY DEED DATED JANUARY 14, 1913 AND RECORDED NOVEMBER 9, 1932, IN VOLUME 235, PAGE 323, OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND AS SAID CORNER WAS SHOWN ON THE LICENSED SURVEYOR'S MAP OF A PORTION OF THE TOWN OF SOQUEL AS SURVEYED IN DECEMBER OF 1926 AND FILED APRIL 4, 1928, IN VOLUME 21 OF MAPS, PAGE 32, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE LEAVING DAUBENBISS AVENUE AND RUNNING ALONG THE NORTHERLY BOUNDARY OF LANDS OF HILL AS SHOWN ON SAID LICENSED SURVEYOR'S MAP, NORTH 89 DEGREES 13' EAST 52.73 FEET TO A STATION; THENCE LEAVING LANDS OF HILL AND RUNNING NORTH 16 DEGREES 23' WEST 93.40 FEET TO AN IRON PIPE STANDING ON THE SOUTHEASTERLY SIDE OF SOQUEL STREET; THENCE RUNNING ALONG THE SOUTHEASTERLY SIDE OF SOQUEL STREET, SOUTH 66 DEGREES 43' WEST 29.08 FEET TO THE SOUTHEASTERLY CORNER OF DAUBENBISS AVENUE AND SOQUEL STREET; THENCE SOUTH 0 DEGREES 15' EAST AND ALONG THE EASTERLY LINE OF DAUBENBISS AVENUE, 78.84 FEET TO THE POINT OF BEGINNING.

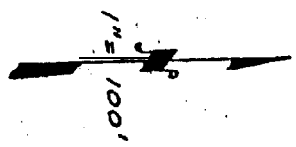
EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A CROSS IN THE SIDEWALK WHICH BEARS SOUTH 66 DEGREES 43' WEST A DISTANCE OF 215.67 FEET FROM A ½ INCH IRON PIPE TAGGED, "SANTA CRUZ COUNTY SURVEYOR", AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOQUEL DRIVE AND PORTER STREET; THENCE ALONG THE LINE OF SOQUEL DRIVE, SOUTH 66 DEGREES 43' WEST A DISTANCE OF 5.88 FEET TO A CROSS IN THE SIDEWALK WHICH IS ON THE LINE OF THE BUILDING WALLS PROJECTED; THENCE LEAVING SOQUEL DRIVE AND FOLLOWING THE BUILDING WALL LINE, SOUTH 16 DEGREES 57' 44" EAST A DISTANCE OF 91.23 FEET TO A ½ INCH IRON PIPE, (R.C.E. 18,927); THENCE NORTH 89 DEGREES 13' EAST, A DISTANCE OF 5.10 FEET; THENCE NORTH 16 DEGREES 23' WEST A DISTANCE OF 93.30 FEET TO THE PLACE OF BEGINNING.

PARCEL TWO:

BEGINNING AT THE SAME POINT OF BEGINNING AS THE ABOVE PARCEL AND RUNNING THENCE NORTH 89 DEGREES 13' EAST 52.73 FEET TO A STATION; THENCE NORTH 73 DEGREES 55' EAST 60.63 FEET TO A STATION; THENCE NORTH 89 DEGREES 13' EAST 10.92 FEET; THENCE NORTH 66 DEGREES 43' EAST 41.83 FEET TO A POINT; THENCE SOUTH 22 DEGREES 17' EAST 34.67 FEET TO A POINT; THENCE SOUTH 89 DEGREES 13' WEST 59.28 FEET TO A STATION; THENCE SOUTH 73 DEGREES 55' WEST 60.63 FEET TO A STATION; THENCE SOUTH 89 DEGREES 13' WEST 55.03 FEET TO A STATION ON THE EASTERLY EDGE OF DAUBENBISS AVENUE; THENCE NORTH 0 DEGREES 15' WEST 16.00 FEET TO THE POINT OF BEGINNING.

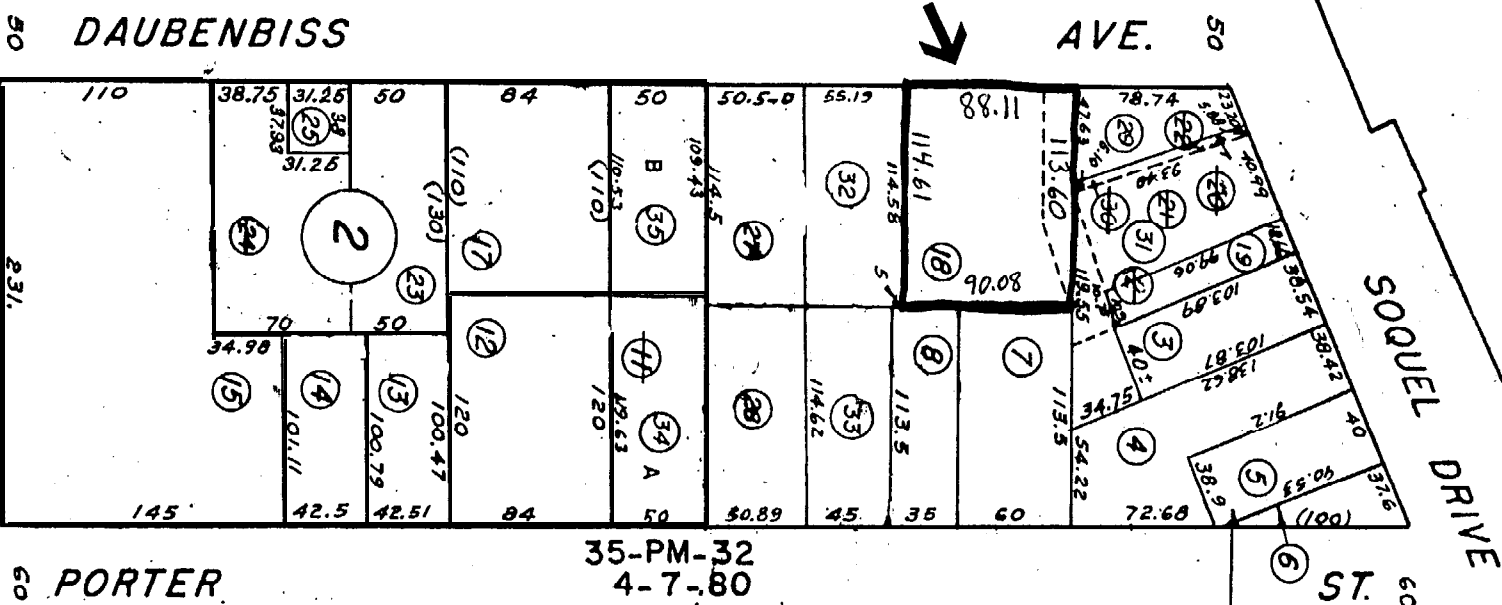
ASSESSOR'S PARCEL NUMBER: 030-142-29



RS Map-72-40-
5-11-83

62-M-26
1-29-76
15

REAL PROPERTY OWNED BY GRANTEE



M-68
.88

20

Note - Assessor's Parcel Block 8
Lot Numbers Shown in Circles

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

46

EXHIBIT B

GRANTEE'S PROPERTY (REDEVELOPMENT AGENCY)

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AT THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO NANNIE T. LEWIS, BY DEED RECORDED IN VOLUME 200, PAGE 217 OFFICIAL RECORDS, THENCE ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE NORTH 0" 15' WEST 88 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE LANDS CONVEYED TO MARGARET E. BAKER, ET AL, BY DEED RECORDED IN VOLUME 33 1, PAGE 476, OFFICIAL RECORDS, THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS OF BAKER, N89° 13' EAST 113 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO S.H. CHASE BY DEED RECORDED IN VOLUME 208, PAGE 418, OFFICIAL RECORDS, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LANDS OF CHASE AND OF SLOAN 88 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID LANDS OF NANNIE T. LEWIS, THENCE WESTERLY 112.33 TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR FOR THE BENEFIT OF THE REMAINING LANDS, A RIGHT OF WAY FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED ABOVE; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF 113 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTH 73° 55' WEST 60.63 FEET TO A POINT THENCE SOUTH 89" 13' WEST 55.03 FEET TO A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE, THENCE NORTH 0" 15' WEST ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE 16.0 FEET TO THE POINT OF THE BEGINNING.

Assessor's Parcel Number: 030-142- 18

MILLER**APN 30-142-29**

Situate in the County of Santa **Cruz**, State of California, and described as follows:

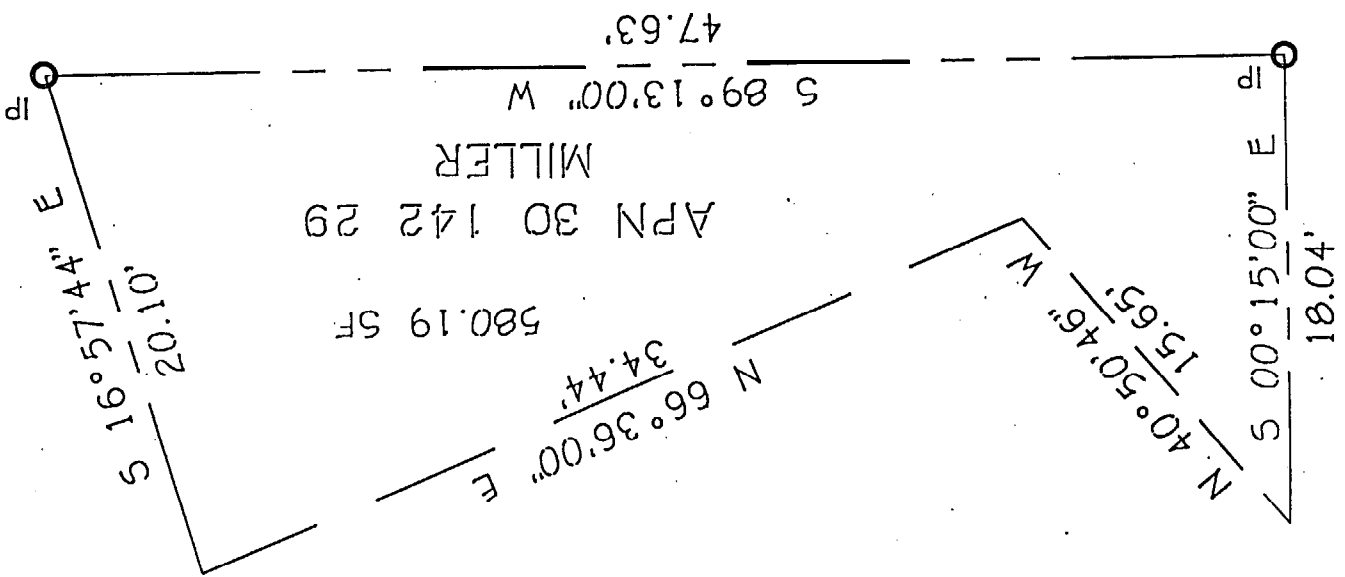
Being a portion of the land transferred to Owen N. Miller and **Leticia** Ann Miller, Trustees, by that deed recorded February 1, 1993, in Volume 5 197 of Official Records of Santa Cruz County at Page 549, and also being a portion of Parcel One as described in Exhibit B in said deed, and more particularly described as follows:

Beginning at the southwesterly comer of said Parcel One, on the easterly line of Daubenbiss Avenue; thence **from** said point of beginning along said easterly line North 0° 15' 00" West 18.04 feet; thence leaving said easterly line South 40° 50' 46" East 15.65 feet; thence North 66° 36' 00" East 34.44 feet to a point on the easterly boundary of said Parcel One; thence along said easterly boundary South 16° 57' 44" East 20.10 feet to the southeasterly comer of said Parcel One; thence along the southerly boundary of said Parcel One South 89° 13' 00" West 47.63 feet to the point of beginning.

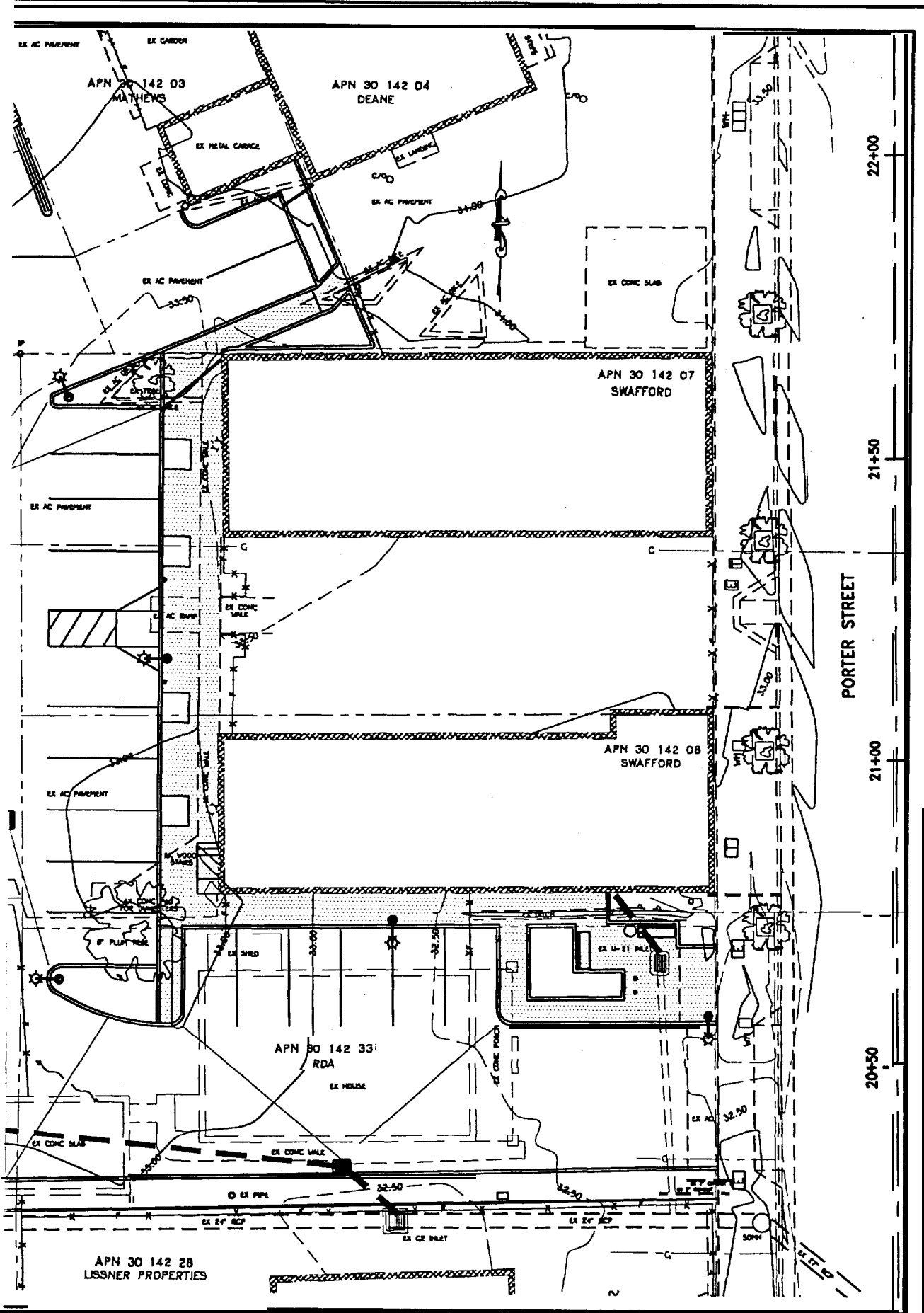
Containing 580 square feet, more or less.

RHN:bbs

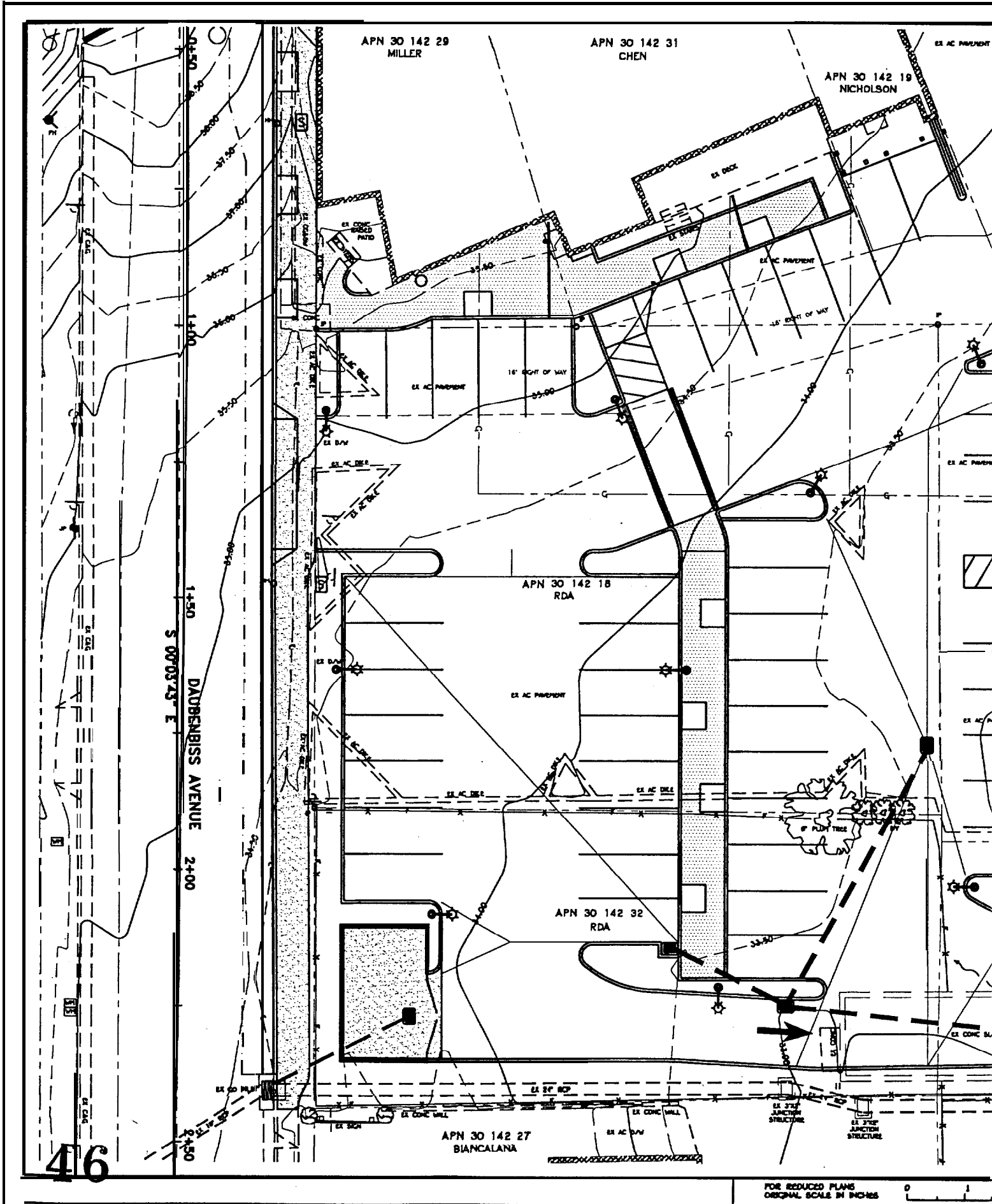
MILLB



3 sides adj to match deed + old map



DATE	REVISION	
PROJECT ENGINEER		COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS DAUBENISS PARKING LOT PARKING LOT PLAN
RALPH NORBERG		
DRAWN: RHM		5/98 SCALE 1"=10' NO. 46
CHECKED: COR		
SHEET NAME: PLAN		357
DRAWING NAME: CHEN		



46

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

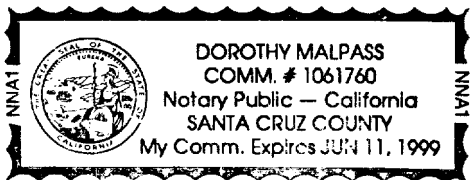
State of CALIFORNIA

County of SANTA CRUZ

On AUGUST 17, 1998 before me, DOROTHY MALPASS, NOTARY PUBLIC

personally appeared LETTICIA ANN MILLER

personally known to me - OR - X 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.

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: EASEMENT AGREEMENT

Document Date: AUGUST 17, 1998 Number of Pages: 1 6

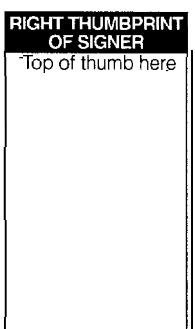
Signer(s) Other Than Named Above: OWEN N MILLER

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual (checked)
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

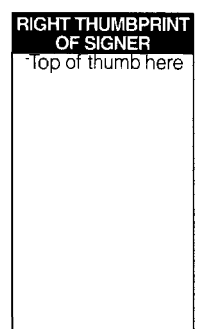
Signer Is Representing: SELF



Signer's Name:

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:



Recording Requested by:
Santa Cruz County Redevelopment Agency

461

When recorded mail to:
Santa Cruz County Redevelopment Agency
70 1 Ocean Street, Room 5 10
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on 17 Aug 18 by and between Cheryl Marquez, who acquired title as Cheryl Nicholson, hereafter referred to as "Grantor," and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic (hereafter referred to as to as "Grantee/Agency.")

A. Grantor is the owner of certain real property, APN 030-142-19, situated in an unincorporated area of Santa Cruz County, California, recorded in Book 5835, Pages 591-592, and more particularly identified in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Grantee is the owner of certain real property adjacent to the Grantor's property, recorded in Book 2850, Page 68 1, and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public

Parking Facility pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Right of Entry

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantor grants to Grantee a construction right of entry, subject to the terms of this Agreement.

2. The construction right of entry granted in this Agreement includes the right of the County of Santa Cruz, its contractors and/or authorized agents to enter and bring the necessary workers, tools and equipment onto the Grantor's property, where necessary, for the purpose of constructing a concrete island and conforming a portion of the Grantor's property to the new public parking facility grades as shown in Exhibit C. In exercising these rights, Grantee will use reasonable care and will not make any material changes to the Grantor's property not contemplated herein.

Term

3. The construction right of entry granted in this Agreement shall remain in force and effect only until the completion of construction and all rights hereunder shall cease when said work has been completed.

Easement

4. Effective on the date of approval of this agreement, Grantee/Agency shall grant a sixteen (16) foot wide easement over Grantee's Property, sufficient to allow vehicular and pedestrian access from Daubenbiss Avenue to the Grantor's property. Said access shall be a floating easement which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's Property, Grantor shall retain this easement in perpetuity.

5. Approval of this agreement shall immediately extinguish the Grantor's interest in the existing vehicular and pedestrian access from Daubenbiss Avenue over Grantee's Property, which is more specifically described in Exhibit A.

Improvements by Grantee/Agency

6. Within twelve (12) months from execution of this Agreement, The Grantee/Agency shall

construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit C which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Improvements by Grantor

7. Within one (1) week from the completion of improvements as described in Paragraph 2 above, Grantor shall install reserved parking signs for the two (2) parking spaces on Grantor's property.

8. Within twelve (12) months from the execution of this Agreement, the Grantor shall construct and install various improvements including landscaping and screening of equipment at the rear entrance of the Grantor's property.

Operation and Maintenance

9. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial rules and regulations for its operation. Subsequently, the Grantee/Agency shall develop rules and regulations as recommended by the Soquel Village Parking and Business Improvement Area Advisory Board and approved by the Santa Cruz County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Trash Facilities

10. The Grantor, its tenants, agents and employees shall agree to:

- a. locate trash receptacles in the shared trash enclosure, to share trash receptacles with adjoining businesses and to pay for a shared trash collection on a schedule to be determined by the Grantee/Agency based on the needs of businesses adjoining the Public Parking Facility;
- b. maintain the shared trash facilities in a clean and sanitary fashion as determined by the Grantee/Agency;
- c. refrain from dumping waste materials within the Public Parking Facility.
- d. Notwithstanding the foregoing, Grantor, its tenants, and agents shall not be responsible for cleaning said trash facilities, or for removal and cleanup of waste materials of any kind including those considered by State or Federal regulations to be "Hazardous Waste" materials if the dumping, or presence of said waste or unsanitary condition of the trash facilities is caused by the general public, or persons other than the Grantor, its tenants or

Parking Facility pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Grant of Easement

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantors grant to Grantee an easement, subject to the terms of this Agreement.

Character of Easement

2. The easement granted in this Agreement is in gross.

Description of Easement

3. The easement granted in this Agreement is for parking, landscaping, pedestrian, vehicular, and bicycle circulation, ingress and egress on, over and across the Servient Tenement. The easement granted herein is more fully described in Exhibit C, which is attached to this Agreement and hereby incorporated by reference.

Secondary Easements

4. The easement granted in this Agreement includes the following incidental rights: construction of improvements, maintenance, repairs, and all other incidental activities reasonably related to the development and operation of a Public Parking Facility. In exercising these rights, Grantee will use reasonable care and not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement not contemplated herein.

Term

5. The easement granted in this Agreement shall run in perpetuity. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the easement granted by this Agreement shall revert to the Grantors, except for a sixteen (16) foot wide pedestrian and vehicle access to Parcels 030-142-03 and 030- 142-19 which shall run in perpetuity unless a separate easement agreement with the owners of these parcels is negotiated.. If said reversion occurs, within thirty (30) days of the reversion, Grantee shall, at its sole expense record a quitclaim or other appropriate deed restoring unencumbered ownership to Grantor, provided that Grantors provide a

written request for the reversion. Grantee shall pay all expenses related to the recordation of the reversion.

Exclusive Easement

6. Grantee/Agency's use of the easement granted in this Agreement shall be exclusive. Grantors shall not grant or assign to others any right-of-way or easement in the Servient Tenement that would unreasonably interfere with the use of the easement granted. Notwithstanding the terms of this provision, Grantors reserve the right to use the Servient Tenement in a manner consistent with normal business and commercial activities, which shall not unreasonably interfere with the Grantee's free use and enjoyment of the easement, including access to the Servient Tenement by the Grantors, its tenants or agents for the purposes of reasonably necessary repair and maintenance. Grantors, its tenants, agents and invitees shall have access exclusively through access points and interior circulation lanes designated by the Grantee/Agency.

Reciprocal and Existing Easement

7. Effective upon approval of this agreement Grantee/Agency grants a reciprocal easement sufficient to allow vehicular and pedestrian access over the Grantee's property from Daubenbiss Avenue to the Grantors' property . Said access shall be a floating easement which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's Property. Notwithstanding the event of a reversion as specified in Paragraph 5, above, Grantors shall retain this reciprocal easement in perpetuity.

8. Approval of this agreement shall immediately extinguish the Grantors' interest in the existing vehicular and pedestrian access from Daubenbiss Avenue over Grantees' property, recorded in Book 2850, page 68 1, and which is more specifically described in Exhibit B.

9. Grantor agrees to permit closure of the easement described in 7 above during the construction of the Public Parking Facility as necessary. This shall include but not be limited to temporary elimination of access to the property entrance adjacent to the Public Parking Facility.

Improvements by Grantee/Agency

10. Within twelve (12) months from execution of this Agreement, The Grantee/Agency shall construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit D which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Operation and Maintenance

11. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial

rules and regulations for its operation. Subsequently, the Grantee/Agency shall develop rules and regulations as recommended by the Soquel Village Parking and Business Improvement Area Advisory Board and approved by the Santa Cruz County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Existing Parking Spaces

12. In recognition of the five (5) existing parking spaces located in the area of the easement, the Grantee/Agency agrees to the following:

- a. The Grantors shall receive credit for **five (5)** existing parking spaces in determining the parking maintenance and operation charge for the Soquel Village Parking and Business Improvement Area. These parking spaces may be distributed among tenant businesses for the purposes of determining parking charges in the sole discretion of the Grantors;
- b. Upon the written request of the Grantors, within ninety (90) days, the Grantee shall record, for the benefit of the Grantors, the appropriate documents establishing parking space credits for planning permit purposes under the provisions of Chapter 13.10.555 of the Santa Cruz County Code.
- c. One (1) reserved space for the use of the Grantor or his tenants shall be provided in the Public Parking Facility in a location determined by the Grantee/Agency.
- d. Two (2) employee parking places for the use of the Grantor or his tenants shall be provided by the Redevelopment Agency for no charge.

Grantors and Their Tenants

13. The Grantors shall agree to:

- a. locate trash receptacles in the shared trash enclosure, to share trash receptacles with adjoining businesses and to pay for a shared trash collection on a schedule to be determined by the Grantee/Agency based on the needs of businesses adjoining the Public Parking Facility;
- b. maintain the shared trash facilities in a clean and sanitary fashion as determined by the Grantee/Agency;
- c. refrain from dumping waste materials within the Public Parking Facility.
- d. by lease or other agreement require any tenants to comply with the provisions of 13a, 13b., and 13c. above.

14. Notwithstanding the foregoing, Grantors, their tenants, and agents shall not be responsible for cleaning said trash facilities, or for removal and cleanup of waste materials of any kind including those considered by State or Federal regulations to be "Hazardous Waste" materials if the dumping, or presence of said waste or unsanitary condition of the trash facilities is caused by the general public, or persons other than the Grantor, its tenants or their agents. Ordinary cleanup and removal of waste, including Hazardous Waste, if not reasonably determined to be caused by the Grantors, their tenants, or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 11 above.

Repairs, Clean Up and Tenant Activities

15. The Grantors shall pay the costs of any repairs or clean up of the easement area necessitated by their activities or the activities of their tenants. The intent of this provision of the agreement is not to prohibit or adversely affect normal lawful use of the easement area but to maintain a clean parking facility for the benefit of the public and all tenants. These costs may be recovered through a lien against the property if not paid within sixty (60) days of presentation of an invoice from the Grantee/Agency with a written description of the repair or clean up, an itemization of costs, and documentation including the approximate date of the causative activities, the name of the responsible tenant or tenants, and reasonable proof that the parties named are in fact responsible for the damage or cleanup for which the claim is made. Ordinary cleanup and repair of damages not reasonably determined to be caused by the Grantors, its tenants or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 10 above. Any claims brought under this section shall be presented to the Grantors prior to cleaning or repair if practical, but in any even, such claims must be presented to Grantors within thirty (30) days of discovery.

Construction Clean-up

16. Upon completion of the initial improvements in the easement area, the Grantee shall promptly clean up any construction caused debris, and shall clean up or pay to Grantor the actual and reasonable costs to clean any dirt and construction debris caused by or related to the Grantee's construction from the exterior of the Grantor's buildings and landscaped areas.

Disestablishment of Improvement Area

17. If the Soquel Village Parking and Business Improvement Area is disestablished under the provisions of Chapter 9.42 of the Santa Cruz County Code, the Grantee/Agency shall have the authority to implement one or a combination of the following alternatives:

- a. require the Grantor to pay for a portion of the total costs for maintenance and operation of the Public Parking Facility determined by dividing the total cost by the number of parcels adjoining the Public Parking Facility, or some other reasonable formula mutually agreed upon. The costs referred to in this section shall include only the

ongoing reasonable and actual costs of maintenance and operation of the Public Parking Facility and shall not include any debt service or repayment of the initial costs of construction of the Public Parking Facility.

- b. increase public fees for the use of the Public Parking Facility sufficiently to pay for all or a portion of the maintenance and operation costs; or
- c. close the Public Parking Facility, with a reversion of the easement as set forth in paragraph 5 above. The reciprocal easement granted in Paragraph 7 above shall survive the closure of the Public Parking Facility; or
- d. any other option at the discretion of the Grantee/Agency.

Assignment

18. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

19. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

20. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

21. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity

22. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees, from and against all claims arising out of or in connection with the construction and/or maintenance by Grantee/Agency of the Public Parking Facility excepting any liability arising out of the negligence of the Grantor, its agent or employees or invitees.

Permits and Documents

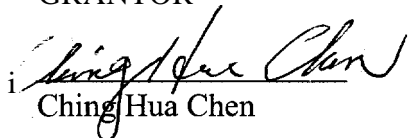
23. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement.

Executed on 7-21-98

GRANTOR


Richard M. Chen

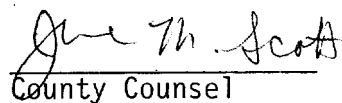
GRANTOR


Ching Hua Chen

GRANTEE

Tom Burns
Redevelopment Agency Administrator

Approved as to form

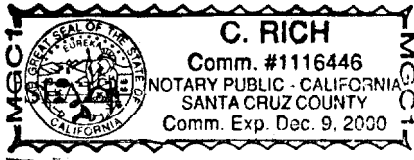

County Counsel

Acknowledgment

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

On 7-21-98, before me, C. Rich, personally appeared RICHARD M. CHEN & CHING HUA CHEN & personally known to me (or 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.



C. Rich
Notary Public

EXHIBIT A

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 66" 43' WEST, A DISTANCE OF 22 1.55 FEET FROM A ½ INCH IRON PIPE TAGGED "SANTA CRUZ COUNTY SURVEYOR", AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOQUEL DRIVE AND PORTER STREET, SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF THE LANDS CONVEYED TO MACHINE ARTS INCORPORATED, BY DEED RECORDED APRIL 23, 1974 IN VOLUME 2403, PAGE 620, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, THENCE FOLLOWING A BUILDING WALL LINE, AS REFERRED TO IN SAID DEED, SOUTH 16" 57' 44" EAST 91.23 FEET TO A ½ INCH IRON PIPE (R.C.E. 8927); THENCE NORTH 89" 13' EAST 125.11 FEET TO AN IRON PIPE STANDING ON THE NORTHERLY BOUNDARY OF THE LANDS CONVEYED TO S.H. CHASE LUMBER COMPANY, BY DEED RECORDED JANUARY 11, 1945 IN VOLUME 49 1, PAGE 359 OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE NORTH 23 ° 17' WEST, ALONG THE SOUTHEASTERLY BOUNDARY OF THE LANDS OF SOQUEL LODGE #137 I.O.O.F., AS SAID LANDS ARE SHOWN ON THE SURVEYOR'S MAP OF A PORTION OF THE TOWN OF SOQUEL, RECORDED APRIL 4, 1928 IN VOLUME 21 OF MAPS PAGE 32, SANTA CRUZ COUNTY RECORDS, 34.67 FEET; THENCE SOUTH 66" 43' WEST ALONG THE SOUTHEASTERLY BOUNDARY OF THE LANDS CONVEYED TO H.G. DECKER BY DEED RECORDED JUNE 9, 1948 IN VOLUME 660, PAGE 573, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, 41.83 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED TO RUSSELL J. HAMM, ET UX., BY DEED RECORDED FEBRUARY 8, 1954 IN VOLUME 953, PAGE 191, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS OF HAMM, SOUTH 89" 15' WEST 10.92 FEET AND SOUTH 73" 55' WEST 10.17 FEET TO THE SOUTHWESTERLY CORNER OF HAMM; THENCE NORTH 22" 03' WEST ALONG THE WESTERLY LINE OF HAMM, 99.06 FEET TO THE NORTHWEST CORNER OF THE LANDS OF HAMM ON THE SOUTHEASTERLY SIDE OF SOQUEL STREET; THENCE SOUTH 66" 43' WEST 46.87 FEET TO THE PLACE OF BEGINNING.

APN: 30-142-31

their agents. Ordinary cleanup and removal of waste, including Hazardous Waste, if not reasonably determined to be caused by the Grantor, its tenants, or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 9 above.

e. Grantor agrees to by lease or other agreement require any tenants to comply with the provisions 10a., 10b. and 1 Oc. above.

Cessation of Public Parking Facility

11. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the sixteen (16) foot wide pedestrian and vehicle access shall be granted from Grantee to Grantor, as set forth in paragraph 5 of the Easement Agreement dated July 21, 1998, between Richard and Ching Hua Chen and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY and more particularly identified as Exhibit D which is attached to this Agreement and hereby incorporated by reference.

Construction Clean-up

12. Upon completion of the initial improvements on the Grantor's property, the Grantee shall promptly clean up any construction caused debris.

Disestablishment of Improvement Area

13. If the Soquel Village Parking and Business Improvement Area is disestablished under the provisions of Chapter 9.42 of the Santa Cruz County Code, the Grantee/Agency shall have the authority to implement one or a combination of the following alternatives:

- a. require the Grantor to pay for a portion of the total costs for maintenance and operation of the Public Parking Facility determined by dividing the total cost by the number of parcels adjoining the Public Parking Facility, or some other reasonable formula mutually agreed upon. The costs referred to in this section shall include only the ongoing reasonable and actual costs of maintenance and operation of the Public Parking Facility and shall not include any debt service or repayment of the initial costs of construction of the Public Parking Facility;
- b. increase public fees for the use of the Public Parking Facility sufficiently to pay for all or a portion of the maintenance and operation costs; or
- c. close the Public Parking Facility. The easement granted in Paragraph 4 above shall survive the closure of the Public Parking Facility; or
- d. other option at the discretion of the Grantee/Agency.

Assignment

14. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

15. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

16. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

17. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity


18. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees, from and against all claims arising out of or in connection with the construction by Grantee/Agency of the improvements to Grantor's property excepting any liability arising out of the negligence of the Grantor, its agent or employees or invitees.

Permits and Documents

19. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement.

Executed on 17 Aug 98


GRANTOR


Cheryl Marquez

GRANTEE

Tom Burns
Redevelopment Agency Administrator

Approved as to form



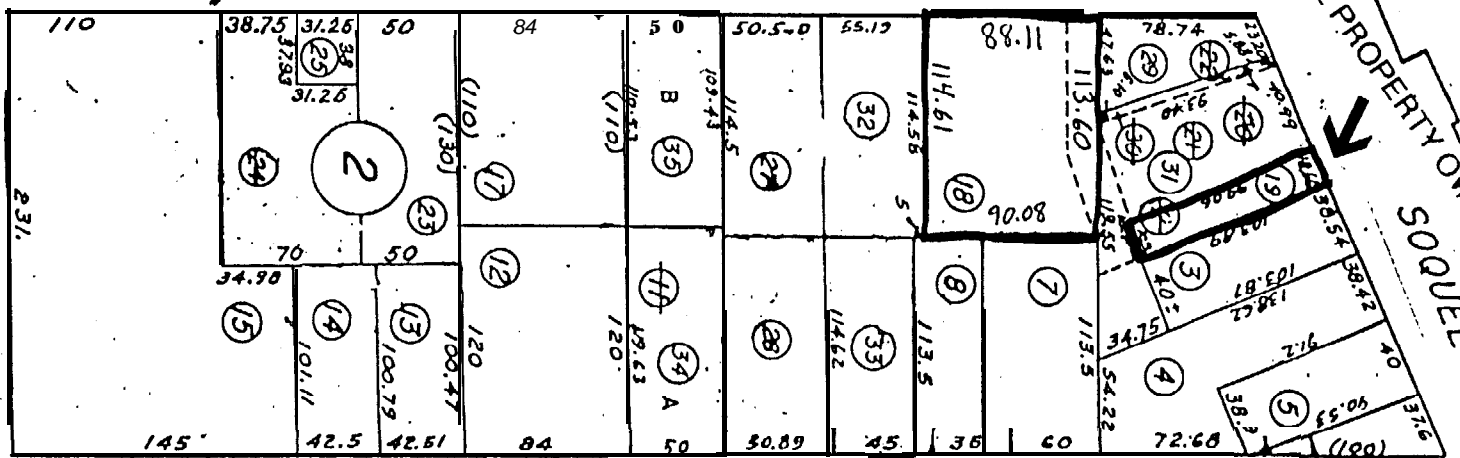
County Counsel

REAL PROPERTY OWNED BY GRANTEE
REAL PROPERTY OWNED BY GRANTOR
SOQUEL DRIVE

REAL PROPERTY OWNED BY GRANTEE

50 DAUBENBISS

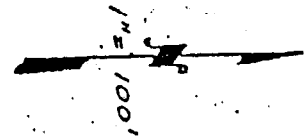
AVE. 50



35-PM-32
4-7-80

62-M-26
1-29-76

RS Map-72-40-
5-11-83



1-68
88

ST. 60

60 PORTER

461

Note - Assessor's Parcel Block 8
Lot Numbers Shown in Circles

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

EXHIBIT A

GRANTOR'S PROPERTY (MARQUEZ)

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE

A PORTION OF THE LAND FIRSTLY DESCRIBED IN THE DECREE ESTABLISHING THE FACT OF DEATH OF LEWIS E. BAKER, RECORDED DECEMBER 23, 1952, IN VOLUME 896, PAGE 426, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

BEGINNING AT THE NORTHEASTERLY CORNER OF LAND CONVEYED TO HENRY G. DECKER AND WIFE BY DEED DATED MARCH 27, 1953, AND RECORDED APRIL 9, 1953, IN VOLUME 909, PAGE 299, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, ON THE SOUTHEASTERLY SIDE OF SOQUEL STREET; THENCE SOUTH 22 DEGREES 03' EAST 99.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND CONVEYED TO DECKER; THENCE NORTH 73 DEGREES 55' EAST 10.17 FEET TO AN ANGLE; THENCE NORTH 89 DEGREES 13' EAST 10.92 FEET TO A POINT FROM WHICH THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO H.G. AND M.H. DECKER BY DEED DATED JUNE 9, 1948, AND RECORDED JUNE 9, 1948, IN VOLUME 660, PAGE 573, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BEARS NORTH 66 DEGREES 43' EAST 1.83 FEET DISTANT; THENCE NORTH 22 DEGREES 56' 30" WEST 104.52 FEET TO A BRAD IN A LEAD PLUG STANDING ON THE SOUTHEASTERLY EDGE OF SOQUEL STREET AND BEING THE NORTHWESTERLY CORNER OF SAID LAND CONVEYED TO H.G. AND M.H. DECKER; THENCE SOUTH 66 DEGREES 43' WEST AND ALONG THE SOUTHEASTERLY SIDE OF SAID SOQUEL STREET 18.66 FEET TO THE POINT OF BEGINNING.

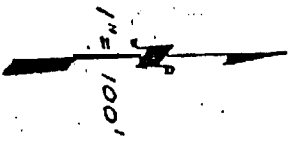
PARCEL TWO

A 16.00 FOOT RIGHT OF WAY MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AND FROM WHICH THE SOUTHEASTERLY CORNER OF DAUBENBISS AVENUE AND SOQUEL STREET BEARS NORTH 0 DEGREES 15' WEST 78.84 FEET DISTANT, SAID POINT OF BEGINNING BEING THE NORTHWESTERLY CORNER OF LANDS OF HENRY W. HILL AS CONVEYED TO ROXIE HILL BY DEED DATED JANUARY 14, 1913, AND RECORDED NOVEMBER 9, 1932, IN VOLUME 235, PAGE 323, OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND AS SAID CORNER WAS SHOWN ON THE LICENSED SURVEYOR'S MAP OF A PORTION OF THE TOWN OF SOQUEL AS SURVEYED IN DECEMBER OF 1926, AND FILED APRIL 4, 1928, IN VOLUME 21 OF MAPS AT PAGE 32 OF OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE

LEAVING DAUBENBISS AVENUE AND RUNNING NORTH 89 DEGREES 13' EAST 52.73 FEET TO A STATION; THENCE NORTH 73 DEGREES 55' EAST 60.63 FEET TO A STATION; THENCE NORTH 89 DEGREES 13' EAST 10.92 FEET; THENCE SOUTH 22 DEGREES 56' 30" EAST 17.28 FEET TO A STATION; THENCE SOUTH 89 DEGREES 13' WEST 15.29 FEET TO A STATION; THENCE SOUTH 73 DEGREES 55' WEST 60.63 FEET TO A STATION; THENCE SOUTH 89 DEGREES 13' WEST 55.3 FEET TO A STATION ON THE EASTERLY SIDE OF DAUBENBISS AVENUE; THENCE NORTH 0 DEGREES 15' WEST 16.0 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 030-142-19



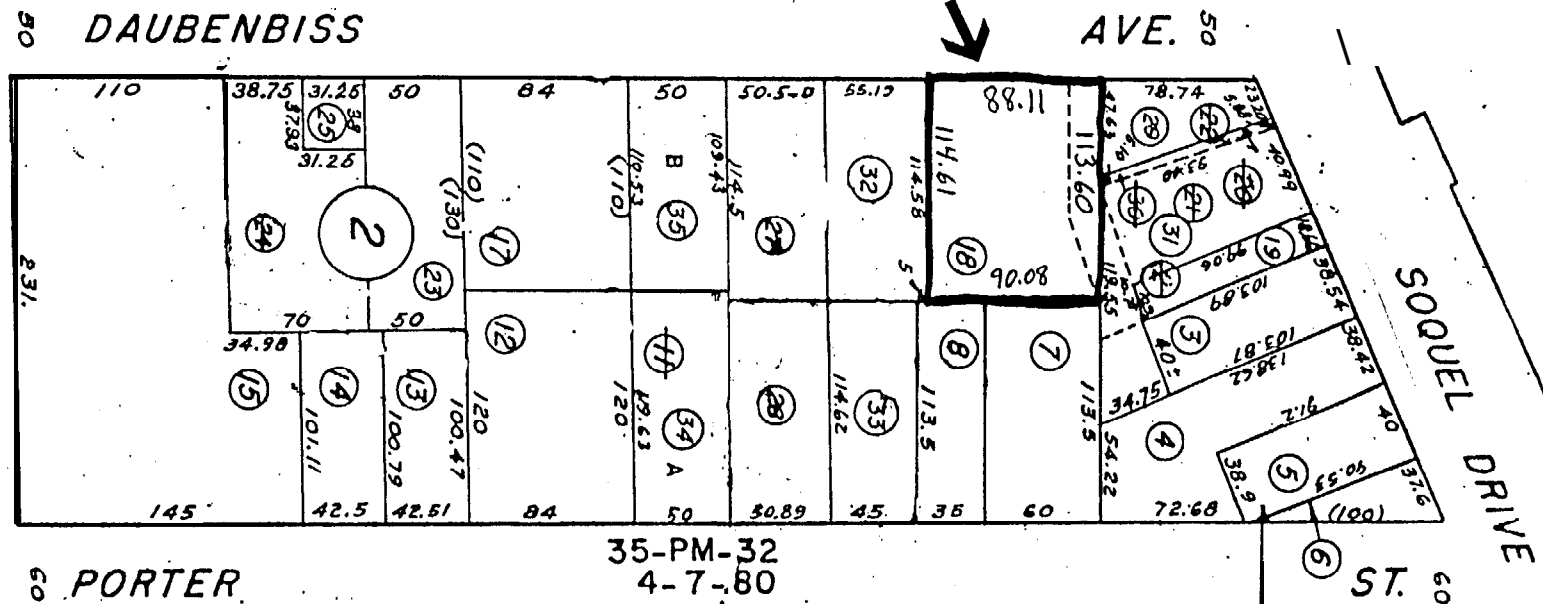
RS Map-72-40-
5-11-83

62-M-26
1-29-76

15

35-PM-32
4-7-80

REAL PROPERTY OWNED BY GRANTEE



M-68
-88

20

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

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

EXHIBIT B

GRANTEE'S PROPERTY (REDEVELOPMENT AGENCY)

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

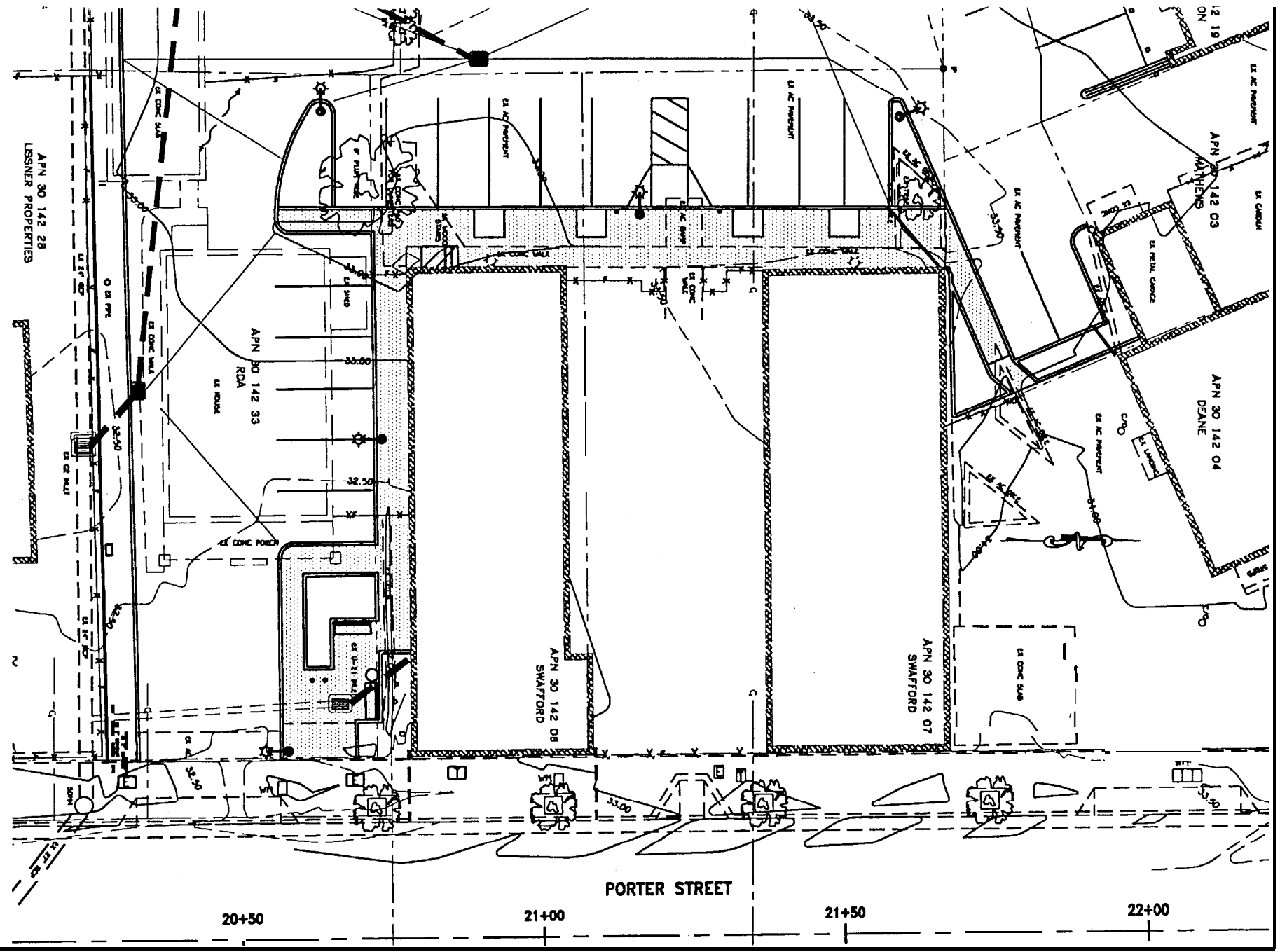
BEGINNING ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AT THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO NANNIE T. LEWIS, BY DEED RECORDED IN VOLUME 200, PAGE 2 17 OFFICIAL RECORDS, THENCE ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE NORTH 0" 15' WEST 88 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE LANDS CONVEYED TO MARGARET E. BAKER, ET AL, BY DEED RECORDED IN VOLUME 33 1, PAGE 476, OFFICIAL RECORDS, THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS OF BAKER, N89° 13' EAST 113 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO S.H. CHASE BY DEED RECORDED IN VOLUME 208, PAGE 418, OFFICIAL RECORDS, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LANDS OF CHASE AND OF SLOAN 88 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID LANDS OF NANNIE T. LEWIS, THENCE WESTERLY 112.33 TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR FOR THE BENEFIT OF THE REMAINING LANDS, A RIGHT OF WAY FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED ABOVE; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF 113 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTH 73 ° 55' WEST 60.63 FEET TO A POINT THENCE SOUTH 89" 13' WEST 55.03 FEET TO A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE, THENCE NORTH 0" 15' WEST ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE 16.0 FEET TO THE POINT OF THE BEGINNING.

Assessor's Parcel Number: 030-142- 18

revised 8/10/98



SHEET WARD PLAN DRAWING NAME: CHEN

1387

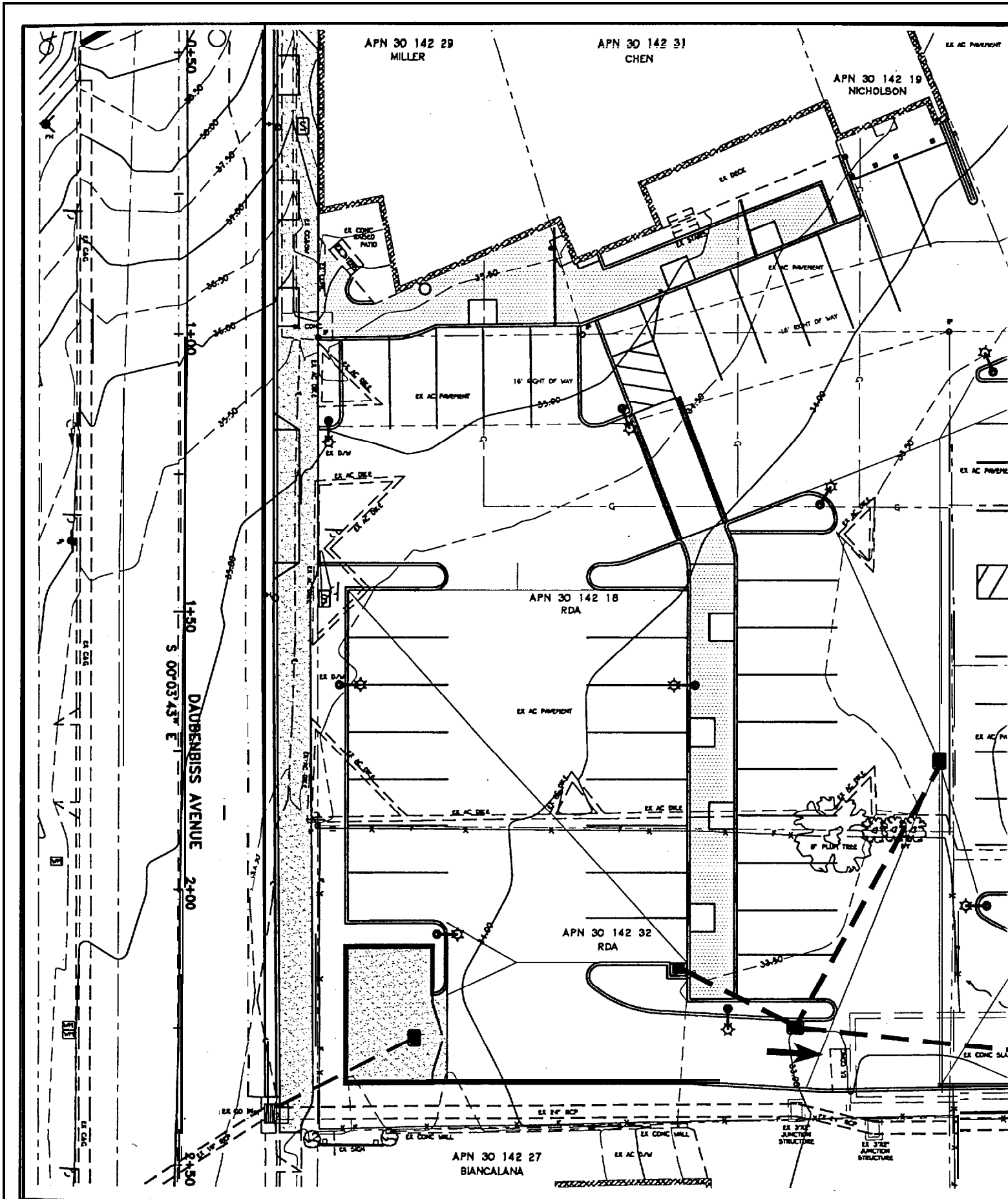
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
DAUBENBISS PARKING LOT
 PARKING LOT PLAN

PROJECT ENGINEER
RALPH NORBERG



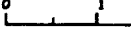
DATE	REVISION	BY

EXHIBIT C
4
73



467

FOR REDUCED PLANS
ORIGINAL SCALE IN INCHES



Recording Requested by:
Santa Cruz County Redevelopment Agency

475

When recorded mail to:
Santa Cruz County Redevelopment Agency
70 1 Ocean Street, Room 5 10
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on July 21, 1998 by and between Richard and Ching Hua Chen, hereafter referred to as "Grantors." and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic (hereafter referred to as to as "Grantee/Agency.")

A. Grantors are the owners of certain real property, APNs 030-142-31, situated in an unincorporated area of Santa Cruz County, California (hereafter referred to as the Servient Tenement"), and more particularly identified in Exhibit A, which is attached to this Agreement **and** hereby incorporated by reference.

B. Grantee/Agency desires to acquire certain rights in the Servient Tenement. Grantee is the owner of certain real property adjacent to the Servient Tenement (hereinafter referred to as "Grantee's Property"), and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public

Parking Facility pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Grant of Easement

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantors grant to Grantee an easement, subject to the terms of this Agreement.

Character of Easement

2. The easement granted in this Agreement is in gross.

Description of Easement

3. The easement granted in this Agreement is for parking, landscaping, pedestrian, vehicular, and bicycle circulation, ingress and egress on, over and across the Servient Tenement. The easement granted herein is more fully described in Exhibit C, which is attached to this Agreement and hereby incorporated by reference.

Secondary Easements

4. The easement granted in this Agreement includes the following incidental rights: construction of improvements, maintenance, repairs, and all other incidental activities reasonably related to the development and operation of a Public Parking Facility. In exercising these rights, Grantee will use reasonable care and not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement not contemplated herein.

Term

5. The easement granted in this Agreement shall run in perpetuity. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the easement granted by this Agreement shall revert to the Grantors, except for a sixteen (16) foot wide pedestrian and vehicle access to Parcels 030-142-03 and 030-142-19 which shall run in perpetuity unless a separate easement agreement with the owners of these parcels is negotiated. If **said** reversion occurs, within thirty (30) days of the reversion, Grantee shall, at its sole expense record a quitclaim or other appropriate deed restoring unencumbered ownership to Grantor, provided that Grantors provide a

written request for the reversion. Grantee shall pay all expenses related to the recordation of the reversion.

Exclusive Easement

6. Grantee/Agency's use of the easement granted in this Agreement shall be exclusive. Grantors shall not grant or assign to others any right-of-way or easement in the Servient Tenement that would unreasonably interfere with the use of the easement granted. Notwithstanding the terms of this provision, Grantors reserve the right to use the Servient Tenement in a manner consistent with normal business and commercial activities, which shall not unreasonably interfere with the Grantee's free use and enjoyment of the easement, including access to the Servient Tenement by the Grantors, its tenants or agents for the purposes of reasonably necessary repair and maintenance. Grantors, its tenants, agents and invitees shall have access exclusively through access points and interior circulation lanes designated by the Grantee/Agency.

Reciprocal and Existing Easement

7. Effective upon approval of this agreement Grantee/Agency grants a reciprocal easement sufficient to allow vehicular and pedestrian access over the Grantee's property from Daubenbiss Avenue to the Grantors' property. Said access shall be a floating easement which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's Property. Notwithstanding the event of a reversion as specified in Paragraph 5, above, Grantors shall retain this reciprocal easement in perpetuity.

8. Approval of this agreement shall immediately extinguish the Grantors' interest in the existing vehicular and pedestrian access ~~from~~ Daubenbiss Avenue over ~~Grantors~~ property, recorded in Book 2850, page 681, and which is more specifically described in Exhibit ~~B~~ ^{Grantee's} ~~B~~.

9. Grantor agrees to permit closure of the easement described in 7 above during the construction of the Public Parking Facility as necessary. This shall include but not be limited to temporary elimination of access to the property entrance adjacent to the Public Parking Facility.

Improvements by Grantee/Agency

10. Within twelve (12) months from execution of this Agreement, The Grantee/Agency shall construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit ~~E~~ ^D which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Operation and Maintenance

11. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial

rules and regulations for its operation. Subsequently, **the Grantee/Agency shall develop rules and regulations** as recommended by the Soquel Village Parking and Business Improvement Area Advisory Board and approved by the Santa **Cruz** County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Existing Parking Spaces

12. In recognition of the five (5) existing parking spaces located in the area of the easement, the Grantee/Agency agrees to the following:

- a. The Grantors shall receive credit for **five (5)** existing parking spaces in determining the parking maintenance and operation charge for the Soquel Village Parking and Business Improvement Area. These parking spaces may be distributed among tenant businesses for the purposes of determining parking charges in the sole discretion of the Grantors;
- b. Upon the written request of the Grantors, within ninety (90) days, the Grantee shall record, for the benefit of the Grantors, the appropriate documents establishing parking space credits for planning permit purposes under the provisions of Chapter 13.10.555 of the Santa Cruz County Code.
- c. One (1) reserved space for the use of the Grantor or his tenants shall be provided in the Public Parking Facility in a location determined by the Grantee/Agency.
- d. Two (2) employee parking places for the use of the Grantor or his tenants shall be provided by the Redevelopment Agency for no charge.

Grantors and Their Tenants

13. The Grantors shall agree to:

- a. locate trash receptacles in the shared trash enclosure, to share trash receptacles with adjoining businesses and to pay for a shared trash collection on a schedule to be determined by the Grantee/Agency based on the needs of businesses adjoining the Public Parking Facility;
- b. maintain the shared trash facilities in a clean and sanitary fashion as determined by the Grantee/Agency;
- c. refrain **from** dumping waste materials within the Public Parking Facility.
- d. by lease or other agreement require any tenants to comply with the provisions of **13a**, **13b.**, and **13c.** above.

14. Notwithstanding the foregoing, Grantors, their tenants, and agents shall not be responsible for cleaning said trash facilities, or for removal and cleanup of waste materials of any kind including those considered by State or Federal regulations to be "Hazardous Waste" materials if the dumping, or presence of said waste or unsanitary condition of the trash facilities is caused by the general public, or persons other than the Grantor, its tenants or their agents. Ordinary cleanup and removal of waste, including Hazardous Waste, if not reasonably determined to be caused by the Grantors, their tenants, or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 11 above.

Repairs, Clean Up and Tenant Activities

15. The Grantors shall pay the costs of any repairs or clean up of the easement area necessitated by their activities or the activities of their tenants. The intent of this provision of the agreement is not to prohibit or adversely affect normal lawful use of the easement area but to maintain a clean parking facility for the benefit of the public and all tenants. These costs may be recovered through a lien against the property if not paid within sixty (60) days of presentation of an invoice from the Grantee/Agency with a written description of the repair or clean up, an itemization of costs, and documentation including the approximate date of the causative activities, the name of the responsible tenant or tenants, and reasonable proof that the parties named are in fact responsible for the damage or cleanup for which the claim is made. Ordinary cleanup and repair of damages not reasonably determined to be caused by the Grantors, its tenants or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 10 above. Any claims brought under this section shall be presented to the Grantors prior to cleaning or repair if practical, but in any even, such claims must be presented to Grantors within thirty (30) days of discovery.

Construction Clean-up

16. Upon completion of the initial improvements in the easement area, the Grantee shall promptly clean up any construction caused debris, and shall clean up or pay to Grantor the actual and reasonable costs to clean any dirt and construction debris caused by or related to the Grantee's construction from the exterior of the Grantor's buildings and landscaped areas.

Disestablishment of Improvement Area

17. If the Soquel Village Parking and Business Improvement Area is disestablished under the provisions of Chapter 9.42 of the Santa Cruz County Code, the Grantee/Agency shall have the authority to implement one or a combination of the following alternatives:

- a. require the Grantor to pay for a portion of the total costs for maintenance and operation of the Public Parking Facility determined by dividing the total cost by the number of parcels adjoining the Public Parking Facility, or some other reasonable formula mutually agreed upon. The costs referred to in this section shall include only the

ongoing reasonable and actual costs of maintenance and operation of the Public Parking Facility and shall not include any debt service or repayment of the initial costs of construction of the Public Parking Facility.

- b. increase public fees for the use of the Public Parking Facility sufficiently to pay for all or a portion of the maintenance and operation costs; or
- c. close the Public Parking Facility, with a reversion of the easement as set forth in paragraph 5 above. The reciprocal easement granted in Paragraph 7 above shall survive the closure of the Public Parking Facility; or
- d. any other option at the discretion of the Grantee/Agency.

Assignment

18. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

19. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

20. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

21. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity

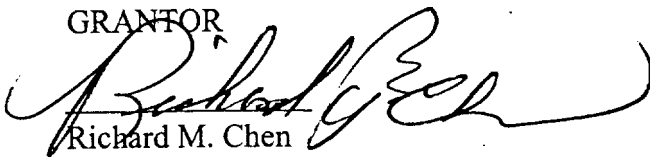
22. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees, from and against all claims arising out of or in connection with the construction and/or maintenance by Grantee/Agency of the Public Parking Facility excepting any liability arising out of the negligence of the Grantor, its agent or employees or invitees.

Permits and Documents

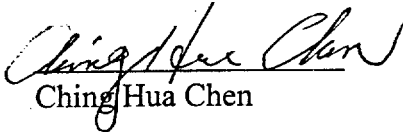
23. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement.

Executed on 7-21-98

GRANTOR


Richard M. Chen

GRANTOR


Ching Hua Chen

GRANTEE

Tom Bums
Redevelopment Agency Administrator

Approved as to form

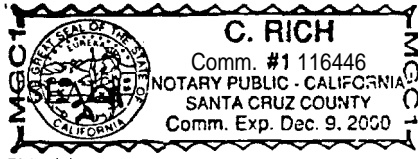
County Counsel

Acknowledgment

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

On 7-21-98, before me, C. Rich, personally appeared RICHARD M. CHEN & CHING HUA CHEN personally known to me (or 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.



C. Rich
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

483

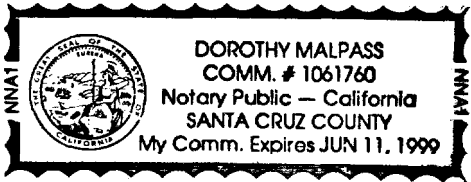
State of CALIFORNIA

County of SANTA CRUZ

On AUGUST 17, 1998 before me DOROTHY MALPASS, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CHERYL MARQUEZ
Name(s) of Signer(s)

personally known to me - OR - 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.

[Signature]
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: EASEMENT AGREEMENT

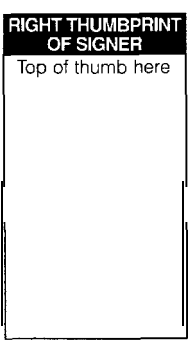
Document Date: AUGUST 17, 1998 Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

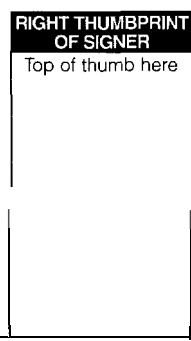
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
SELF

Signer's Name: _____

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



Signer Is Representing: _____

Recording Requested by:
Santa Cruz County Redevelopment Agency

484

When recorded mail to:
Santa Cruz County Redevelopment Agency
701 Ocean Street, Room 510
Santa Cruz, California 96060
Attn: Agency Administrator

EASEMENT AGREEMENT

Preamble and Recitals

This Agreement is entered into on June 25, 1998 by and between Blaine Swafford, hereafter referred to as "Grantor," and the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic, hereafter referred to as to as "Grantee/Agency."

A. Grantor is the owner of certain real property, APNs 030-142-07 and 08, situated in an unincorporated area of Santa Cruz County, California (hereafter referred to as the Servient Tenement"), and more particularly identified in Exhibits A and B which are attached to this Agreement and hereby incorporated by reference.

B. Grantee/Agency desires to acquire certain rights in the Servient Tenement. Grantee is the owner of certain real property adjacent to the Servient Tenement (hereinafter referred to as "Grantee's Property"), and more particularly described in Exhibit C, which is attached to this Agreement and hereby incorporated by reference.

C. The parties agree that it is mutually beneficial to cooperate in the development of a Public Parking Facility that complies with County of Santa Cruz design criteria, and also provides improved access to Porter Street and Daubenbiss Avenue, additional public parking spaces, correction of long standing drainage problems, safe pedestrian circulation, and bicycle parking areas.

D. The parties agree that it is their intention that a Public Parking Facility be developed by the Grantee/Agency, with costs of maintenance and operation borne by the Soquel Village Parking and Business Improvement Area and paid out of its revenues.

E. The Grantee/Agency has concluded that the development and operation of a Public Parking Facility pursuant to this Agreement, and the fulfillment generally of this Agreement, are in

the vital and best interests of the County and the welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements, including the General Plan of the County, and will further the goals and objectives of the Redevelopment Plan.

F. The Grantee/Agency has considered this Agreement and made necessary findings, determinations, and approvals necessary pursuant to the California Community Redevelopment Law.

Grant of Easement

1. In consideration of the mutual promises herein contained, the Grantee/Agency's Agreement to provide a public parking facility, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Grantor grants to Grantee an easement, subject to the terms of this Agreement.

Character of Easement

2. The easement granted in this Agreement is in gross.

Description of Easement

3. The easement granted in this Agreement is for parking, landscaping, pedestrian, vehicular, and bicycle circulation, ingress and egress on, over and across the Servient Tenement. The easement granted herein is more fully described in Exhibits D and E, which are attached to this Agreement and hereby incorporated by reference.

Secondary Easements

4. The easement granted in this Agreement includes the following incidental rights: construction of improvements, maintenance, repairs, and all other incidental activities reasonably related to the development and operation of a Public Parking Facility. In exercising these rights, Grantee will use reasonable care and not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement not contemplated herein.

Term

5. The easement granted in this Agreement shall run in perpetuity. In the event the Public Parking Facility ceases to operate for one (1) continuous year, the easement granted by this Agreement shall revert to the Grantor. If said reversion occurs, within thirty (30) days of the reversion, Grantee shall, at its sole expense record a quitclaim or other appropriate deed restoring unencumbered ownership to Grantor, provided that Grantor provides a written request for the reversion. Grantee shall pay all expenses related to the recordation of the reversion.

Exclusive Easement

6. Grantee/Agency's use of the easement granted in this Agreement shall be exclusive. Grantor shall not grant or assign to others any right-of-way or easement in the Servient Tenement that would unreasonably interfere with the use of the easement granted. Notwithstanding the terms of this provision, Grantor reserves the right to use the Servient Tenement in a manner consistent with normal business and commercial activities, which shall not unreasonably interfere with the Grantee's free use and enjoyment of the easement, including access to the Servient Tenement by the Grantor, its tenants or agents for the purposes of reasonably necessary repair and maintenance. Grantor, its tenants, agents and invitees shall have access exclusively through access points and interior circulation lanes designated by the Grantee/Agency.

Existing and Reciprocal Easement

7. Grantee/Agency shall grant and record a (16) sixteen foot wide reciprocal easement sufficient to allow vehicular and pedestrian access from Daubenbiss Avenue to the Grantor's property. Said access shall be a floating easement, which shall be located in a manner that permits Grantee/Agency reasonable use of Grantee's Property. Notwithstanding the event of a reversion as specified in Paragraph 5, above, Grantor shall retain this reciprocal easement in perpetuity.

8. Grantor agrees to permit closure of the easement described in 7 above during the construction of the Public Parking Facility as necessary. This shall include but not be limited to temporary elimination of access to the property entrance adjacent to the Public Parking Facility.

Improvements by Grantee/Agency

9. Within twelve (12) months from execution of this Agreement, The Grantee/Agency shall construct various improvements, including grading, paving, landscaping, lighting and drainage on the proposed Public Parking Facility as depicted on Exhibit F which is attached to this Agreement and hereby incorporated by reference. All improvements herein provided shall meet the minimum standards established by County of Santa Cruz Design Criteria.

Improvements by Grantor

10. Prior to September 8, 1998 Grantor agrees to make the modifications to the building foundation on the south side of the southernmost building on Grantor's property (more fully described in Exhibit G) which will permit construction of a paved surface immediately adjacent to the building. Grantor shall submit plans for foundation work to Grantee/Agency for review and approval prior to work beginning. Any permits required for the work shall be obtained by the Grantor.

11. Grantee/Agency agrees to reimburse Grantor for the costs of these changes in an amount not to exceed \$12,615 upon receipt of an invoice and documentation of work performed. Reimbursement shall include costs for plans, shoring of existing joists, demolition of the foundation wall framing and old concrete foundation, the new foundation and foundation wall framing, siding and vent openings. The demolition of stucco and siding, installation of vents, stucco repair and painting, and the replacement of any other degraded structural elements shall be the Grantor's responsibility and expense.

Operation and Maintenance

12. The Grantee/Agency shall manage the Public Parking Facility, and shall develop initial rules and regulations for its operation. Subsequently, the Grantee/Agency shall develop rules and regulations as recommended by the Soquel Village Parking and Business Improvement Area Advisory Board and approved by the Santa Cruz County Board of Supervisors. The cost of operating the Public Parking Facility, including enforcement of parking time limits, shall be borne by the Soquel Village Parking and Business Improvement Area or its successor or assignee.

Existing Parking Spaces

13. In recognition of the ten (10) existing parking spaces located in the area of the easement, the Grantee/Agency agrees to the following:

- a. The Grantor shall receive credit for ten (10) existing parking spaces in determining the parking maintenance and operation charge for the Soquel Village Parking and Business Improvement Area. These parking spaces may be distributed among tenant businesses for the purposes of determining parking charges in the sole discretion of the Grantor;
- b. Upon the written request of the Grantor, within ninety (90) days, the Grantee shall record, for the benefit of the Grantor, the appropriate documents establishing parking space credits for planning permit purposes under, the provisions of Chapter 13.10.555 of the Santa Cruz County Code.
- c. One (1) reserved space for the use of the Grantor or his tenants shall be provided in the Public Parking Facility in a location determined by the Grantee/Agency.

Trash Facilities

14. The Grantor shall by lease or other agreement use reasonable efforts to:

- a. require its tenants to locate trash receptacles in the shared trash enclosure, to share trash receptacles with adjoining businesses and to pay for a shared trash collection on a schedule to be determined by the Grantee/Agency based on the needs of businesses

adjoining the Public Parking Facility;

b. require its tenant businesses to maintain the shared trash facilities in a clean and sanitary fashion as determined by the Grantee/Agency;

c. prohibit its tenants from dumping waste materials within the Public Parking Facility,

d. Notwithstanding the foregoing, Grantor, its tenants, and agents shall not be responsible for cleaning said trash facilities, or for removal and cleanup of waste materials of any kind including those considered by State or Federal regulations to be "Hazardous Waste" materials if the dumping, or presence of said waste or unsanitary condition of the trash facilities is caused by the general public, or persons other than the Grantor, its tenants or their agents. Ordinary cleanup and removal of waste, including Hazardous Waste, if not reasonably determined to be caused by the Grantor, its tenants, or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 12 above.

Repairs, Clean Up and Tenant Activities

15. The Grantor shall pay the costs of any repairs or clean up of the easement area necessitated by the activities of its tenants. The intent of this provision of the agreement is not to prohibit or adversely affect normal, lawful use of the easement area or regular business activities. The intent of this provision is to insure that the Public Parking Facility is maintained for the benefit of the public and all tenants. These costs may be recovered through a lien against the property if not paid within sixty (60) days of presentation of an invoice from the Grantee/Agency with a written description of the repair or clean up, an itemization of costs, and documentation including the approximate date of the causative Activities, the name of the responsible tenant or tenants, and reasonable proof that the tenant or tenants named are in fact responsible for the damage or cleanup for which the claim is made. Ordinary cleanup and repair of damages not reasonably determined to be caused by the Grantor, its tenants or their agents shall be considered part of the normal maintenance of a Public Parking Facility and shall be paid for as specified in Paragraph 12 above. Any claims brought under this section shall be presented to the Grantor prior to cleaning or repair if practical, but in any event, such claims must be presented to Grantor within thirty (30) days of discovery.

Construction Clean-up

15. Upon completion of the initial improvements in the easement area (excluding the foundation retrofit performed by the Grantor described in 10 above), the Grantee shall promptly clean up any construction caused debris, and shall clean up or pay to Grantor the actual and reasonable costs to clean any dirt and construction debris caused by or related to the Grantee's construction from the exterior of the Grantor's buildings and landscaped areas.

Disestablishment of Improvement Area

16. If the Soquel Village Parking and Business Improvement Area is disestablished under the provisions of Chapter 9.42 of the Santa Cruz County Code, the Grantee/Agency shall have the authority to implement one or a combination of the following alternatives:

- a. require the Grantor to pay for a portion of the total costs for maintenance and operation of the Public Parking Facility determined by dividing the total cost by the number of parcels adjoining the Public Parking Facility, or some other reasonable formula mutually agreed upon. The costs referred to in this section shall include only the ongoing reasonable and actual costs of maintenance and operation of the Public Parking Facility and shall not include any debt service or repayment of the initial costs of construction of the Public Parking Facility.
- b. increase public fees for the use of the Public Parking Facility sufficiently to pay for all or a portion of the maintenance and operation costs; or
- c. close the Public Parking Facility, with a reversion of the easement as set forth in paragraph 5 above. The reciprocal easement granted in Paragraph 7 above shall survive the closure of the Public Parking Facility; or
- d. any other options at the discretion of the Grantee/Agency.

Assignment

17. This Agreement may be assigned by the Grantee to the County of Santa Cruz, California. Otherwise, this Agreement shall not be assigned. Any other purported assignment of this Agreement or of any interest in this Agreement other than to the County of Santa Cruz shall be void and of no effect.

Attorneys' Fees

18. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to received from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

19. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

20. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee except as otherwise provided in this Agreement.

Indemnity

21. The Grantee/Agency agrees to indemnify, defend and hold harmless the Grantor, its agents and employees from and against all claims arising out of or in connection with the construction and/or maintenance by Grantee/Agency of the Public Parking Facility excepting any liability arising out of the sole and gross negligence of the Grantor, its agents or employees.

Permits and Documents

22. Each party agrees that it shall cooperate in obtaining all permits, undertaking all acts, and executing all documents necessary or desirable for the lawful performance of this Agreement. Except as otherwise specified, Grantee/Agency is responsible for obtaining all necessary permits; however Grantor agrees that it shall cooperate with Grantee as may be reasonably necessary to accomplish these acts.

Executed on June 25, 1998

GRANTOR

Blaine Swafford
Blaine Swafford

GRANTEE

Tom Burns
Redevelopment Agency Administrator

Approved as to form

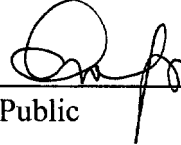
Joe M. Scott
County Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

On JUNE 24, 1998, before me, DOROTHY MALPASS, NOTARY PUBLIC, personally appeared BLAINE SWAFFORD

~~person~~ ~~known to me~~ (or 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.



Notary Public

[SEAL]

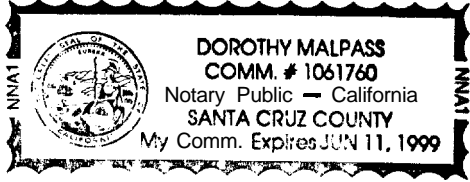


EXHIBIT A

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY SIDE OF PORTER STREET AT THE SOUTHEASTERLY CORNER OF THE LANDS OF SOQUEL LODGE #137 I.O.O.F., BEING THE LANDS CONVEYED BY JOHN DAUBENBISS, ET UX., TO ADOLPH BRODOWSKY, BY DEED DATED JUNE 16, 1859 AND RECORDED IN VOLUME 6 OF DEEDS, PAGE 744 SANTA CRUZ COUNTY RECORDS; THENCE ALONG THE WESTERLY SIDE OF PORTER STREET SOUTHERLY 60.00 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS CONVEYED BY JOHN DAUBENBISS, ET UX., TO THE COUNTY OF SANTA CRUZ, BY DEED DATED JULY 17, 1891 AND RECORDED IN VOLUME 79 OF DEEDS, PAGE 3 18 SANTA CRUZ COUNTY RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LAST MENTIONED LANDS WESTERLY 113.50 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY SIDE OF PORTER STREET AND ALONG THE PRODUCED WESTERLY BOUNDARY OF SAID LAST MENTIONED LANDS NORTHERLY 60.00 FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY OF THE LANDS OF ELMER D. WATROUS, BEING ON THE PRODUCED SOUTHERLY BOUNDARY OF THE LANDS FORMERLY OF BRODOWSKY THENCE TO AND ALONG SAID LAST MENTIONED BOUNDARY EASTERLY 113.5 FEET TO THE PLACE OF BEGINNING.

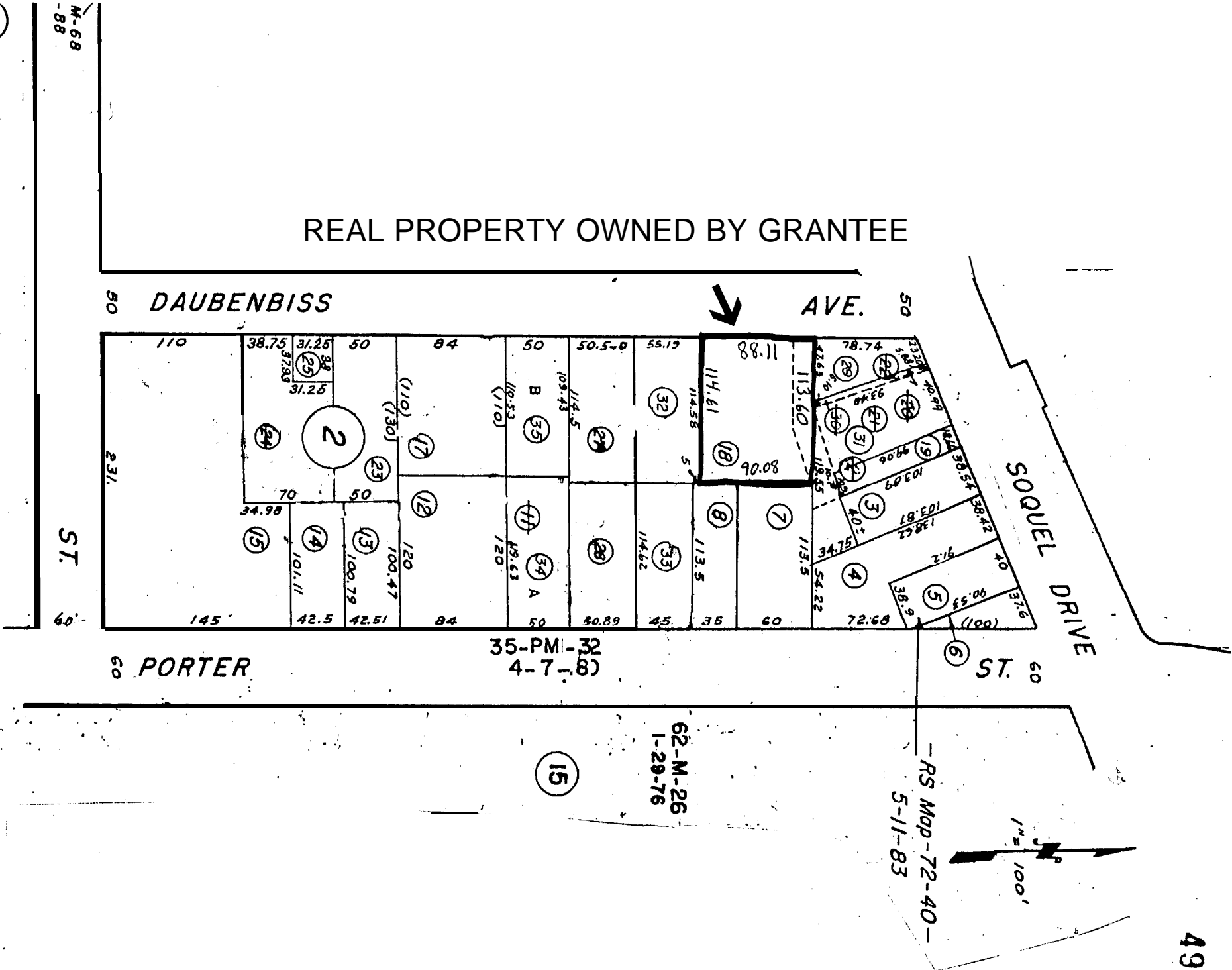
APN: 30-142-07

EXHIBIT B

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST SIDE OF PORTER STREET AT THE SOUTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED TO S. H. CHASE LUMBER COMPANY, INC., BY DEED DATED NOVEMBER 12, 1931 RECORDED JANUARY 11, 1945 IN VOLUME 491 PAGE 359 OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERN BOUNDARY OF SAID LAND OF S. H. CHASE LUMBER COMPANY, INC., WESTERLY 113.50 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED TO NELLIE WALZ, BY DEED DATED AUGUST 22, 1933 RECORDED FEBRUARY 20, 1941 IN VOLUME 402 PAGE 45 1 OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF WALZ, AND THE SOUTHERLY PRODUCTION THEREOF, SOUTHERLY 35.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO NANNIE T. LEWIS, BY DEED DATED FEBRUARY 13, 1942 RECORDED FEBRUARY 13, 1942 IN VOLUME 426 PAGE 384 OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE ALONG THE NORTHERN BOUNDARY OF SAID LANDS OF NANNIE T. LEWIS EASTERLY 113.50 FEET TO THE WEST SIDE OF PORTER STREET NORTHERLY 35.00 FEET TO THE POINT OF BEGINNING.

APN: 30-142-08



REAL PROPERTY OWNED BY GRANTEE

50 DAUBENBISS AVE. 50

ST. 60

60 PORTER

35-PMI-32
4-7-83

62-M-26
1-29-76

RS Map - 72-40 -
5-11-83

1" = 100'

M-68
-88

20
46

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

Assessor's Map No. 30-14
County of Santa Cruz, Calif.
July 1950

EXHIBIT C

GRANTEE'S PROPERTY (REDEVELOPMENT AGENCY)

SITUATED IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY SIDE OF DAUBENBISS AVENUE AT THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO NANNIE T. LEWIS, BY DEED RECORDED IN VOLUME 200, PAGE 2 17 OFFICIAL RECORDS, THENCE ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE NORTH 0" 15' WEST 88 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE LANDS CONVEYED TO MARGARET E. BAKER, ET AL, BY DEED RECORDED IN VOLUME 33 1, PAGE 476, OFFICIAL RECORDS, THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS OF BAKER, N89° 13' EAST 113 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO S.H. CHASE BY DEED RECORDED IN VOLUME 208, PAGE 418, OFFICIAL RECORDS, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LANDS OF CHASE AND OF SLOAN 88 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID LANDS OF NANNIE T. LEWIS, THENCE WESTERLY 112.33 TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR FOR THE BENEFIT OF THE REMAINING LANDS, A RIGHT OF WAY FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED ABOVE; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF 113 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTH 73 ° 55' WEST 60.63 FEET TO A POINT THENCE SOUTH 89" 13' WEST 55.03 FEET TO A POINT ON THE EASTERLY SIDE OF DAUBENBISS AVENUE, THENCE NORTH 0" 15' WEST ALONG THE EASTERLY SIDE OF DAUBENBISS AVENUE 16.0 FEET TO THE POINT OF THE BEGINNING.

Assessor's Parcel Number: 030-142- 18

SWAFFORD

APN 30-142-08

Situate in the County of Santa Cruz, State of California, and described as follows:

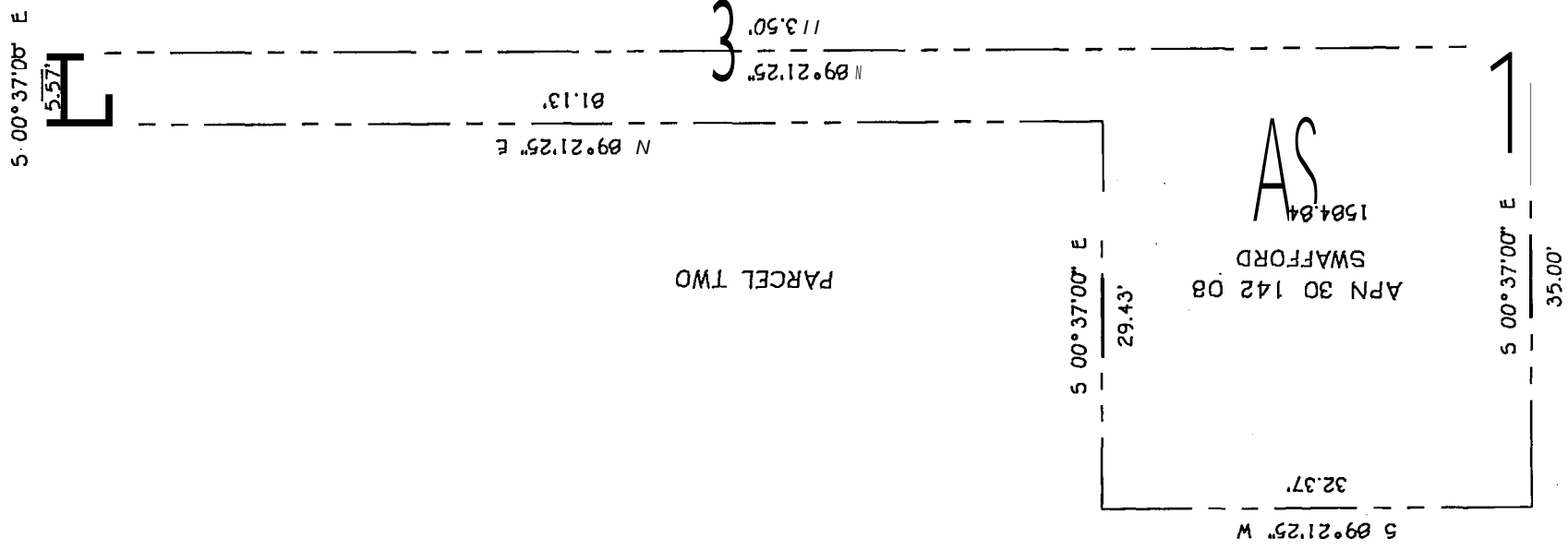
Being a portion of the land conveyed to Blaine Swafford by that deed recorded December 20, 1984, in Volume 3787 of Official Records of Santa Cruz County at Page 941, and also being a portion of Parcel Two as described in said deed, and more particularly described as follows:

Beginning at the southeasterly comer of said Parcel Two, on the westerly line of Porter Street; thence from said point of beginning along the southerly boundary of said parcel South 89° 21' 25" West 113.50 feet to the southwesterly comer of said Parcel Two; thence along the westerly boundary of said parcel North 0° 37' 00" West 35.00 feet to the northwesterly comer of said Parcel Two; thence along the northerly boundary of said parcel North 89° 21' 25" East 32.37 feet; thence leaving said northerly boundary South 0° 37' 00" East 29.43 feet; thence North 89° 21' 25" East 8 1.13 feet to a point on the westerly line of Porter Street; thence along said westerly line South 0° 37' 00" East 5.57 feet to the point of beginning.

Containing 1,585 square feet, more or less.

RHN:bbs

46



497

SWAFFORD

498

APN 30-142-07

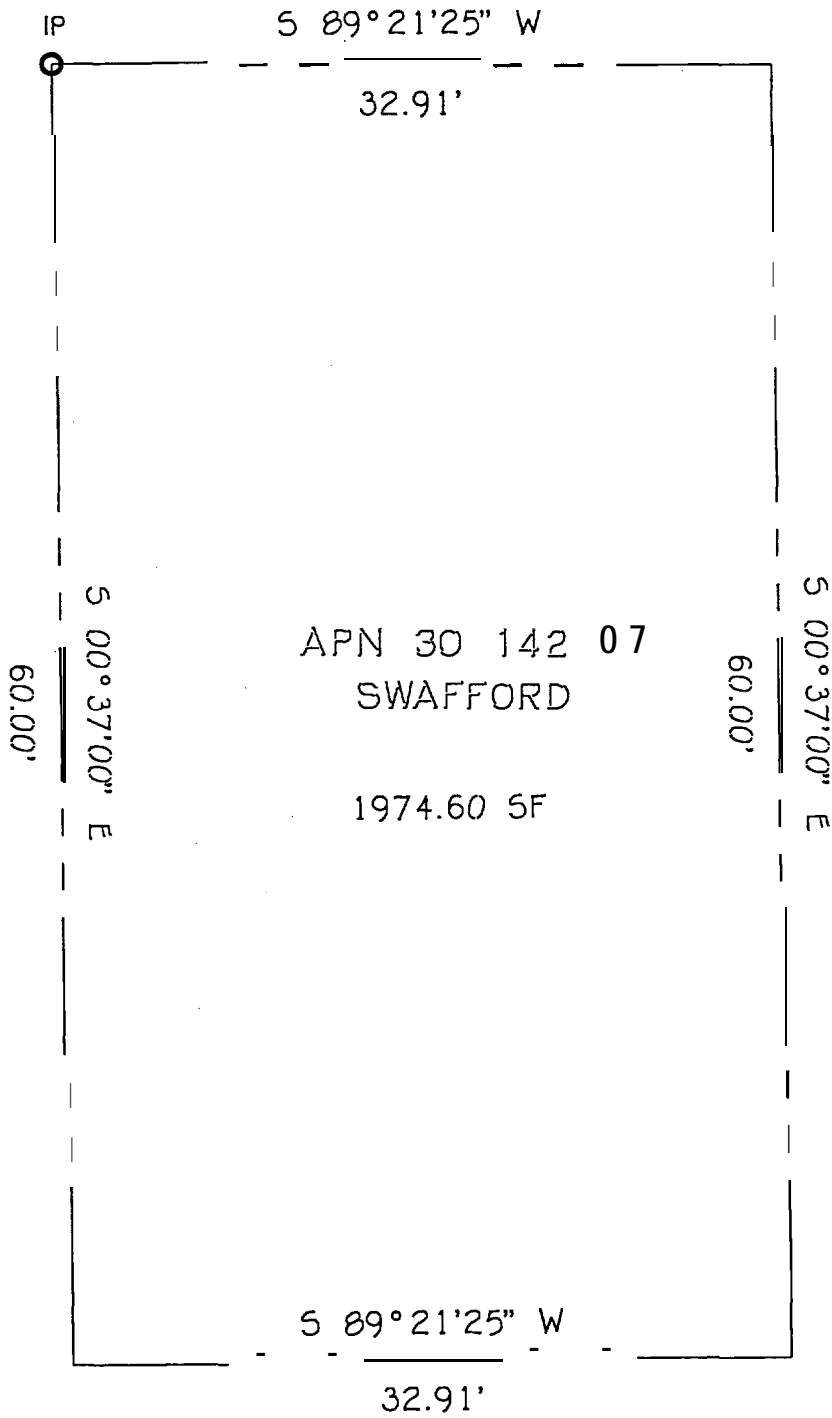
Situate in the County of Santa Cruz, State of California, and described as follows:

Being a portion of the land conveyed to Blaine Swafford by that deed recorded December 20, 1984, in Volume 3787 of Official Records of Santa Cruz County at Page 941, and also being a portion of Parcel One as described in said deed, and more particularly described as follows:

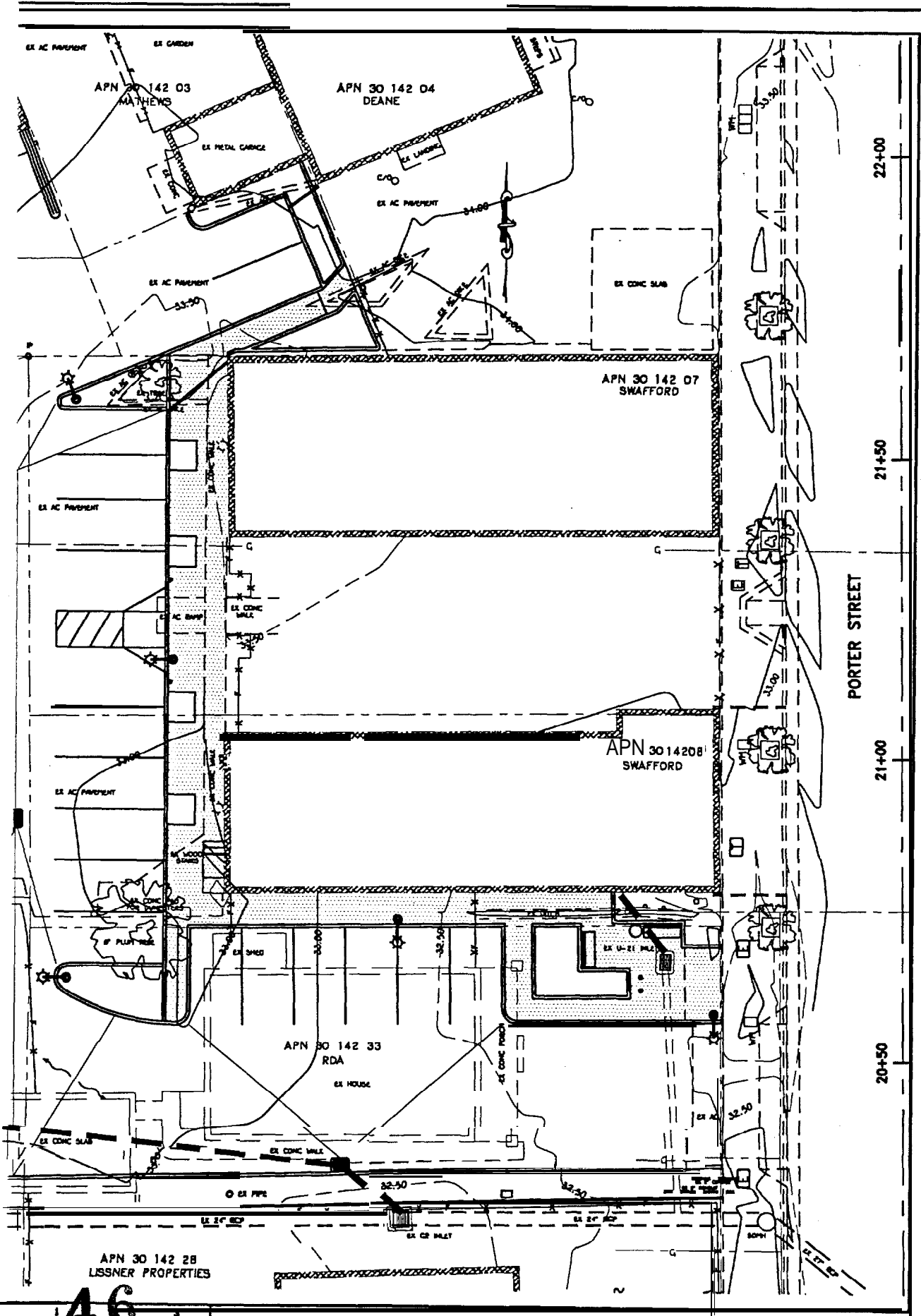
Beginning at the northwesterly comer of said Parcel One; thence from said point of beginning along the northerly boundary of said parcel North 89° 21' 25" East 32.91 feet; thence leaving said northerly boundary South 0° 37' 00" East 60.00 feet to a point on the southerly boundary of said Parcel One; thence along said southerly boundary South 89° 21' 25" West 32.91 feet to the southwestly comer of said parcel; thence along the westerly boundary of said Parcel One North 0° 37' 00" West 60.00 feet to the point of beginning.

Containing 1,975 square feet, more or less.

RHN:bbs



PARCEL ONE



DATE	BY



PROJECT ENGINEER
RALPH NORBERG

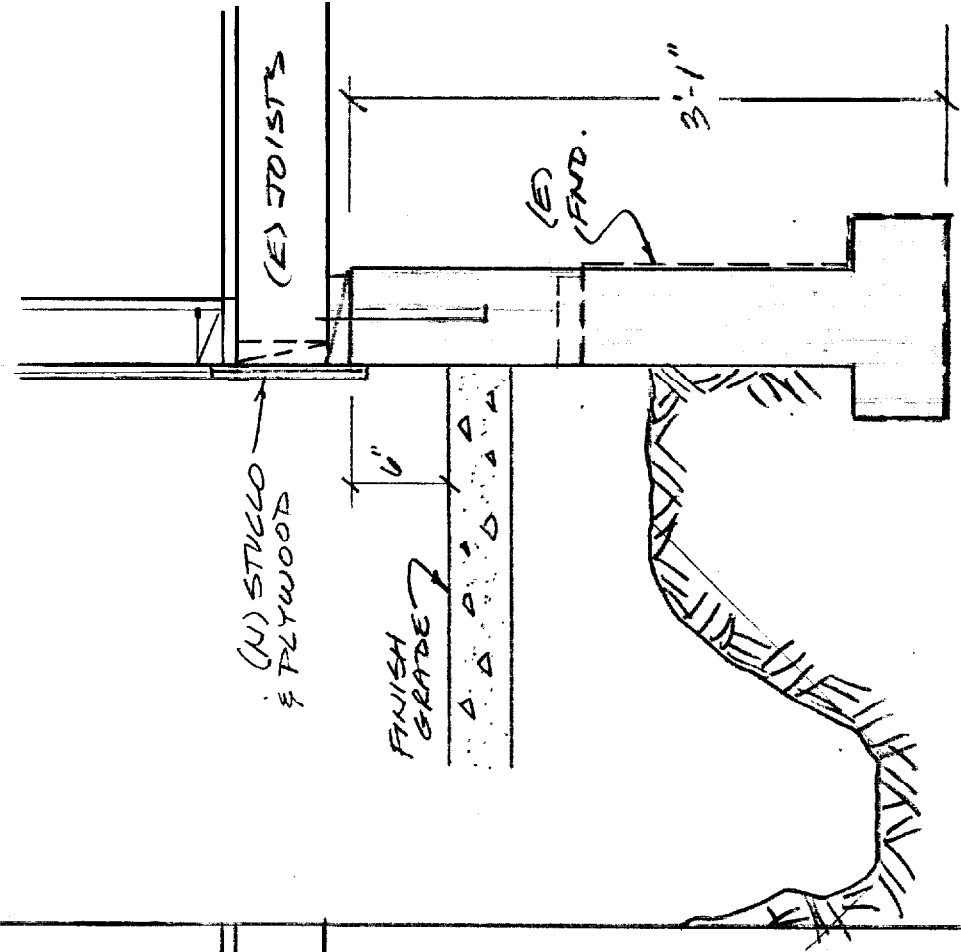
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
DAUBENBISS PARKING LOT
- PARKING LOT PLAN

DRAWN: RHN
CHECKED: CDR
DATE: 5/98
SCALE: 1" = 30'
JOB NO.
SHEET

46

SCALE: 1" = 1'-0"

AT REAR



AT FRONT

