



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-3143 FAX: (831) 454-2131 TDD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

February 7, 2001
Board of Supervisors
701 Ocean Street
Santa Cruz, CA 95060

AGENDA: February 13, 2001

SUBJECT: Approval of Lease for Aptos Permit Center

Members of the Board:

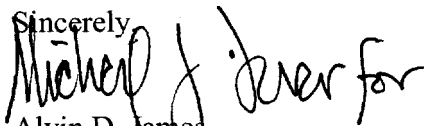
On February 6, we reported to your Board on the status of our efforts to establish a Permit Center for the South County in Aptos and that we were close to concluding lease negotiations for office space. We are pleased to be able to report that the lease has been successfully negotiated for 1,575 square feet of office space at 8045 Soquel Drive and present it today for your Board's consideration and approval.

The lease is for a three year term at \$2,756 per month beginning on March 15, 2001 with options to renew for two additional 3 year terms. The monthly rent for the first three-year option will be \$2,914 and \$3,150 per month for the second three-year option. The lease cost is reasonable in light of office rental rates in the Aptos area. The lease also includes the standard provision for early termination after the initial lease period due to loss of State or Federal funding or availability of a newly constructed County facility. The projected cost for the balance of FY 2000-2001 is \$13,780 in rent and approximately \$3,200 in tenant improvements funded by existing appropriations from a grant from the Monterey Bay Unified Air Pollution Control District. The grant will also fund rent and maintenance costs through January 2002.


Administrative and operational details are being finalized and we will return to your Board within the next several weeks with recommended actions for computer/network equipment, utilities and fixed assets along with the associated accounting realignments of existing appropriations. Funds for this project have been set aside in the current budget. We would also be prepared at that time to discuss schedule, staffing, services and other issues associated with opening the Permit Center.

It is, therefore, **RECOMMENDED**, that your Board approve the attached lease and authorize the Planning Director to sign the lease on behalf of the County.

Sincerely,


Alvin D. James
Planning Director

RECOMMENDED


Susan A. Mauriello
County Administrative Officer

Attachment: Lease

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LEASE AGREEMENT

THIS LEASE FIRST ENTERED INTO THIS _____ DAY OF _____, 2001, between Peter C. Truman and William H. Droege dba Trout Gulch Crossing as "**Lessor**" and the County of Santa Cruz as "**Lessee**". This Lease Agreement hereinafter referred to as "Lease" including Exhibits "A" thru "D" attached hereto and made a part hereof, contains all the agreements of the parties and cannot be amended or modified except by a written agreement. The captions of this Lease are to simplify reading and shall have no effect on its interpretation. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

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County As Lessee - 8045 Soquel Drive, Aptos

1. PREMISES:

1.1 Location:

For and in consideration of the rents, covenants and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases to Lessee and Lessee rents from Lessor that certain space commonly known as 8045 Soquel Drive, Aptos, County of Santa Cruz, State of California, and specifically outlined in red on the attached Exhibit A, together with appurtenances hereinafter referred to as "Premises".

1.2 Tenant Improvements:

Lessor, at Lessor's sole expense, agrees to deliver the Premises in clean "shell" condition plus complete tenant improvements included in Exhibit D attached hereto and made a part hereof which shall be paid in advance upon execution of this lease. Prior to Commencement, Lessee and Lessor shall inspect the Premises to determine if the Premises is in good working condition. Lessor shall have five (5) days in which to complete or correct any defects prior to Lessee's occupancy of the Premises. Upon inspection and correction of any defects, Lessee shall sign off below for the Premises. The Commencement Date is agreed to be March 15, 2001. Lessee shall have use of the Premises prior to Lessee's occupancy of the Premises on the Commencement Date in order to complete necessary electrical, computer and landscape furniture needs. It is expressly understood and agreed by the parties that Lessor shall not be required to provide or pay for any construction in addition to that set forth in this paragraph excepting defects, and that all such changes or alterations shall be paid for solely by Lessee.

Both Parties acknowledge the following date with initials.

TENANT IMPROVEMENT SIGNOFF DATE _____ By _____ Lessee
By _____ Lessor

1.3 Destruction of Premises:

In case the Premises, or the building in which the same are situated, are totally destroyed by any cause whatever prior to the commencement of or during the term of this Lease, then this Lease shall immediately terminate and neither party shall have any further rights or be under any further obligations on account of this Lease, except Lessee for rent accrued; and if Lessee is not in default

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in the performance of any obligations under this Lease, Lessor shall refund to Lessee any unearned rents paid in advance by Lessee. For the purposes of Section 1.3, damage or injury to the extent of 50 percent of the value of the Premises shall constitute a "total destruction" thereof. In case the Premises or the building in which the same are situated are partially destroyed by any cause whatsoever, Lessor with reasonable promptness shall, within thirty working days, repair and rebuild the same, providing the same can be repaired and rebuilt under State and Municipal laws and regulations. Lessee shall pay rent during such period of repair or rebuilding in the proportion that the portion of the Premises occupied by Lessee bears to the entire Premises. For the purposes of Section 1.3, damage or injury which does not amount to 50 percent of the value of the Premises shall be considered as a partial destruction.

2. **TERM:**

2.1 **Length:**

Lessee shall have the Premises for and during the term of three (3) year(s) commencing on the 15th day of March, (Commencement Date) 2001 and ending three(3) years from the Commencement Date on March 15, 2004. Both parties agree to record a Memorandum of the Lease after the Commencement Date.

2.2 **Holding Over:**

Should Lessee hold over said Premises after this Lease has terminated in any manner, such holding over shall be deemed a tenancy from month to month and at the rental rate of \$79.00 per month more than just prior to termination for any reason, payable under this Agreement, or Option period(s), payable monthly in advance, on the same terms and conditions as in this Agreement.

2.3 **Option(s):**

Lessee is granted two (2) option(s) to renew this Lease for an additional three (3) year period on the same terms and conditions as specified in this Agreement except that the rental amounts shall be \$2,914.00 per month for the first three year option period and \$3,150.00 per month for the second three year option period. Excepting in the case of Lessor obtaining earthquake insurance as in Section 3.1 in which case the rents shall reflect an increase of \$63.00 per month.

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2.4 Early Termination:

After the initial term of this Lease, Lessee shall have the right to terminate this Lease upon 180 days written notice to Lessor if Lessee has the opportunity to occupy a newly-constructed county facility, or if Lessee loses state and/or federal funding to such an extent as to make continuing occupation of the Premises economically infeasible. Economically infeasible shall mean a loss of funding to such a degree that the continued occupation of the Premises would jeopardize the existence of Lessee's individual program. Lessee shall provide to Lessor written proof of the loss of funding.

3. RENT:

3.1 Amount:

Lessee shall pay Lessor as rent for the Premises leased during said term in advance, on the 15th day of each month during said term the rates based on 1,575 sf as follows:

Upon execution of the Lease the sum of \$8,774.00 for 1st month's rent (Month 1) and last month's rent (Month 36) and the cost of tenant improvements more particularly described in Exhibit D of this Agreement.

For the remainder of the term starting on the 2nd month, the sum of \$2,756.00 per month.

If Lessor is able to obtain earthquake insurance for \$5,000.00 or less from a California carrier then the monthly rent shall increase by \$63.00 per month over any term or extension of this Lease so long as long as the insurance is in effect.

All of said rental shall be paid to Lessor at the location identified in the Notice Section of this Lease unless Lessor shall notify Lessee otherwise in writing.

3.2 Late Payments:

Lessee hereby acknowledges that late payments by Lessee to Lessor of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

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accounting charges, and late charges which may be imposed on Lessee by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent shall not be received by Lessor within ten (10) calendar days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. This provision becomes effective the fourth month following the Commencement Date.

3.3 Quiet Enjoyment:

Lessor warrants to Lessee that this Agreement, when executed and delivered, will constitute a binding obligation of Lessor, enforceable in accordance with its terms; and that the execution and delivery of this Agreement and performance of all of its terms does not conflict with any existing agreement binding on Lessor and that no consent is required for the execution and delivery of this instrument by lessor or for its performance by Lessor. Lessor further warrants that if Lessee shall pay all rental and other sums as provided herein to be paid by Lessee and perform all the covenants of this Lease to be performed by Lessee, then Lessee shall, during the term hereof, freely, peaceable and quietly occupy and enjoy the full possession of the Premises.

3.4 Tax Allocation:

Lessee shall be liable for all taxes levied against personal property, trade fixtures and other property placed on the Premises by Lessee, and if any such taxes are levied against Lessor or Lessor's property and Lessor pays the taxes or if the assessed value of Lessor's property is increased by the placement of such property or trade fixtures of Lessee, and Lessor pays the taxes based on the increased assessment, Lessee shall pay upon demand to Lessor the taxes so levied or that proportion of taxes resulting from the increased assessment.

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3.5 Utilities:

Lessee shall pay for all janitorial service, gas, heat, electricity, sewer, garbage, and water which may be separately metered and furnished to or used in or about the Premises during the term of this Lease or any extension thereof.

4. USE:

4.1 County Use:

Lessee shall use said Premises as County Offices and for no other purpose, without the written consent of Lessor, during the term(s) of this Lease. Such written consent shall not be unreasonably withheld.

Parking spaces in the Building parking lot are available for use by Lessee or its employees, guests and invitees, on a non-exclusive, pro-rata basis.

4.2 Compliance with Laws:

Lessee shall not use the Premises or permit anything to be done in or about the Premises that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, comply promptly with all current and future laws, statutes, ordinances and governmental rules, regulations or requirements that relate to or affect the condition, use, occupancy, repair, change or alteration of the Premises; provided, however, to the extent structural changes are required by law, including but not limited to the Americans with Disabilities Act, and they are not specifically required as a result of any change in the use of the Premises by Lessee since the Commencement Date, Lessor shall effect such changes at its sole cost and expense. A structural change is defined, for purposes of this Section 4.2, as any change, alteration, addition, repair or improvement involving the removal or alteration of any part of the roof, a floor, a load bearing wall, column or girder, or other support of the Building.

4.3 Assignment & Subletting:

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Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises without the written consent of Lessor. Lessee agrees except as otherwise provided in this Agreement not to make or to suffer to be made any alterations, additions to, or repairs in or upon the Premises without first obtaining the written consent of Lessor. Lessee further covenants and agrees that neither this Lease nor any interest therein shall be assignable or transferable in any proceedings in execution against Lessee, or in any voluntary or involuntary proceedings in bankruptcy, or insolvency taken by or against Lessee, or by process of any law applying to such proceeding without the written consent of Lessor.

5. REPAIRS AND MAINTENANCE:

5.1 County Obligations:

The taking possession of the Premises by Lessee shall constitute an acknowledgment by Lessee that said Premises are in good and tenantable condition and covenants, and agrees at its own cost and expense, during the term of this Lease to maintain the interior of said Premises, including plumbing, in good order and repair and in tenantable condition, and to make all repairs and replacements of whatsoever kind or nature, either to the exterior or interior of said Premises rendered necessary as a result of the negligence or omission of Lessee, its agents, servants or employees.

5.2 Fixtures:

Lessee may install in the Premises such fixtures, equipment, and partitions as Lessee may see fit; and not being default hereunder may remove the same from the Premises at any time during the term of this Lease; provided however, that in the installation and removal of such fixtures, equipment, and partitions, the work shall be done in a careful, workmanlike manner.

5.3 Alterations:

Lessee shall have the right from time to time, at Lessee's sole cost, to install carpet, paint, or wallpaper to the interior of the Premises, install

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security and restricted access systems, and make other non-structural modifications to the Premises to suit Lessee's needs, with Lessor's consent, such consent not to be unreasonably withheld.

5.4 Lessor Obligations:

Lessor, at Lessor's sole expense, shall keep in good order, condition, and repair, the building and other improvements in which the Premises are located, including the foundations, exterior walls, unexposed electrical, plumbing, and sewage systems, including, without exception, those portions of the system lying outside the Premises, window frames, gutters, downspouts, and the exterior roof of the Premises and the building.

Lessor shall also be responsible for repairs which relate to or arise out of:

- A. Structural or other latent defects in or to the Premises or the building;
- B. Violations of ordinances, laws, regulations and orders of governmental authorities applicable to the construction or structure of the Premises, or Lessor's building, except to the extent caused by Lessee's use or occupancy of the Premises;
- C. The negligence or intentional act of the Lessor, its employees, agents, or contractors;
- D. Any breach by Lessor of any of the conditions, terms, or obligations on Lessor's part to be observed or performed under this Lease, or
- E. Causes outside the Premises over which the Lessee has no control.

Lessor shall have sixty (60) days after written notice from Lessee to commence to perform its obligations to make repairs under this section, or to respond to the complaint in written form, except that Lessor shall commence performance of such obligations immediately after such notice if the nature of the problem presents a hazard, emergency, or substantial interference with Lessee's conduct of its service to the public. Lessor shall diligently pursue such repairs to completion once commenced. If Lessor fails to perform its obligations to

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immediately repair or cure a problem which presents a hazard, emergency, or substantial interference with Lessee's conduct of its services to the public after sixty (30) days written notice of such defect, Lessee may terminate the Lease and be released from all obligations thereunder. If Lessor does not otherwise perform its obligations in compliance with this paragraph Lessee may, in its discretion perform such obligations and shall then have the right to be reimbursed for the sum of actual expense in the performance of the Lessor's obligations. However, Lessee shall not be entitled to expend more than two (2) months rent. If the Lessor does not reimburse Lessee within thirty (30) days after written demand, accompanied by documentation of charges, Lessee shall have the right to withhold from future rent the sum the Lessee has expended, until the Lessee is reimbursed in full. However, if Lessor notifies Lessee within fifteen (15) working days after Lessee's written notice that repairs are needed and Lessor has good faith, reasonable grounds in writing, the Lessee's sole remedy to obtain such reimbursement shall be to institute suit against Lessor.

6. INSURANCE AND INDEMNITY:

6.1 County Obligations:

Lessee hereby agrees to indemnify Lessor and to save it harmless from any liability, claim for damages, or attorney's fees incurred by reason of any personal injury or death to any person, including any of Lessee's employees, agents, or licensees or invitees, or any injury to property of any kind whatsoever, and to whomever belonging, including Lessee, from any cause or causes whatsoever, in any way connected with Lessee's use of the Premises, during the term of this Agreement or any extension thereof or any occupancy by Lessee hereunder. This indemnity shall include Lessee's use or storage of hazardous materials as defined in the Hazardous Materials definition section of this Lease deemed to have resulted from Lessee's use or to have been caused by Lessee's employees, agents, licensees or invitees. This indemnity shall include the obligation to defend Lessor from any such lawsuits or claims filed. Lessee's obligation under this paragraph shall not apply if such liability, loss, cost, damage or expense arises out of or relates: to the negligent or intentional act of Lessor, or its employees, agents, contractors, or prior tenants of the Premises; or to a breach by the Lessor of any terms, conditions or

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obligation on Lessor's part to be required or performed under this Agreement; or to any structural or latent defect in the Premises.

6.2 Lessor's Obligations:

Lessor shall indemnify, defend, and hold Lessee harmless from any liability, claim or damages, or attorney's fees incurred by reason of any personal injury or death to any person(s) or injury to property arising out of Lessor's operations obligations, acts or omissions in any way connected with the Premises. This indemnity shall include clean-up orders for hazardous materials as defined in the Hazardous Materials definition section of this Lease located on, under, or emanating from the Premises. This indemnity shall include the obligation to defend Lessee from any such lawsuits, claims or orders.

6.3 Mutual Obligations:

A party's obligation under this paragraph to indemnify, defend, and hold another harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any received by the party being indemnified.

6.4 County Liability Insurance:

Lessor acknowledges that Lessee is a permissibly self-insured Public Entity as per Section 990 and 990.4 of the Government Code with respect to liability insurance.

6.5 County Property Insurance:

During the entire lease term, Lessee shall obtain and maintain a property insurance policy for fire and extended coverage for fixtures and contents in the Premises in the minimum amount of the replacement value of said fixtures and contents.

6.6 Mutual Release:

The parties hereby release each other and their respective authorized representatives, from any claims for damage to any person or to the Premises, or other

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improvements in which the Premises are located, and to the fixtures, personal property, and improvements or alterations in or on the Premises and other improvements in which the Premises are located that are caused by or result from risks insured against under any insurance policies carried by any party hereto and in force or effect at the time of any such damage. Each party shall cause such insurance policy or self-insurance program obtained by it to provide that it waives all right of recovery by way of subrogation against any party to this Agreement in connection with any damage covered by any such policy or program. No party shall be liable to another for any damage caused by fire, earthquake or any of the risks insured against under any insurance policy or program required by this Lease.

7. ENTRY AND INSPECTION:

7.1 Lessor 's Right:

Lessor or its duly authorized representatives, or agents may enter upon said Premises at reasonable times during the term of this Lease for the purpose of determining whether Lessee is in compliance with the terms and conditions of the Lease or for any other purpose incidental to the rights of Lessor.

8. COSTS OF SUIT:

8.1 Mutual Obligation:

If any action shall be brought by either party for the recovery of any rent due under the provisions of this Lease, or for the breach of enforcement of any conditions, covenants or agreements set forth in this Lease, the prevailing party in such action shall receive reasonable attorneys fees from the other side and further agrees that said attorneys fees shall be and become a part of the judgment in any such action.

9. NON-WAIVER OF BREACH:

9.1 Limited Effect of Waiver:

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No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this Lease shall be deemed a waiver at any time thereafter of any of the same, nor of the strict and prompt performance by Lessee.

10. SURRENDER OF PREMISES:

10.1 County Obligation:

Lessee agrees at the expiration of the term of this Lease, or upon early termination for any reason, to quit and surrender said Premises to Lessor in good condition except for reasonable wear and tear and damage by the elements or acts of God. Lessee further agrees to remove any and all signs that have been placed on said Premises by Lessee and to repair and restore the Premises to same condition prior to the placement of the signs except for reasonable wear and tear and damage by the elements or acts of God. At any time after 60 days prior to the termination of the Lease, Lessor shall be permitted to place any usual or ordinary "To Let" or "To Lease", or "For Sale" signs on the Premises.

11. DEFAULT IN RENT AND RE-ENTRY:

11.1 Lessor's Option:

If the rents remain unpaid for twenty (20) days after the due date or if Lessee is in default of any of the terms or conditions stated herein, Lessor shall have the right to declare the Lease forfeited, and upon written notice, Lessor may re-enter and take possession of the Premises and remove all persons and property therefrom. Lessor, may at his option, re-let the Premises without prejudice to Lessor's remedies for collection of rents, or damages incurred by Lessor. It is understood and agreed that each and all of the remedies given Lessor under this Lease are cumulative and that the exercise of one right or remedy by Lessor shall not impair its right to any other remedy.

12. NOTICES:

12.1 Requirements:

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Any demands, statements, notices, certificates, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other party shall be in writing and shall be delivered personally or sent by prepaid registered mail addressed to the respective parties. A facsimile may be used so long as a hard copy is sent within 24 hours as prescribed above. The Parties addresses are as follows:

Lessor:

Peter Truman
Trout Gulch Crossing
8047 Soquel Drive
Aptos, CA 95003

Lessee: County of Santa Cruz

Mike Dever
Planning Department
701 Ocean Street Rm. 400
Santa Cruz, CA 95060

13. HAZARDOUS MATERIALS:

13.1 Definitions:

For purposes of this Agreement, it is agreed that unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(A) "Hazardous Materials" shall mean:

Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) as amended from time to time and regulations promulgated thereunder ("RCRA"); and/or

Any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 91 et seq.) as amended from time to time, and regulations promulgated thereunder 42 U.S.C. Section 9601 et seq; and/or

Asbestos, polychlorinated bithenyls or other substances specifically regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), as amended from time to time, and regulations promulgated thereunder ("TSCA"); and/or

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Storage tanks, whether or not underground and whether empty, filled, or partially filled with any substance; and/or

The presence of oil, petroleum products, and their by-products; and/or

Any substance the presence of which on the property described as Exhibit A is prohibited by any governmental authority; and/or

Any other substance which, by any governmental authority, requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal; and/or

Any "hazardous material", "hazardous substance" or "hazardous waste" as defined in California Health and Safety Code Sections 25501 and 25501.1.

(B) "Hazardous Material Contamination" shall mean:

The contamination (whether formerly existing, presently existing or hereafter occurring) of buildings, facilities, soil, groundwater, air or other elements on or of the property described at Exhibit A, the Land or the Building by hazardous materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on or of any other property as a result of hazardous materials at any time, whether before or after the date of this Security Agreement) emanating from the property described at Exhibit A, the Land, or the Building.

13.2 Lessor's Representations and Warranties:

To the best of Lessor's knowledge, after reasonable inquiry, Lessor represents and warrants as follows:

(A) Hazardous Materials are now located on the Premises described at Exhibit "A", the Land, or the Building (collectively "said Property"), and only in the known form of photochemicals with silver.

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Lessor warrants is unaware of any other form of Hazardous Materials, nor has any knowledge that any other person has ever caused or permitted any other Hazardous Materials to be placed, held, located or disposed of on, under, from or at the said Property or any part thereof;

(B) Said Hazardous Waste as described in Exhibit "B" is stored and managed according to current laws and transported under manifest by a registered hazardous waste hauler to a permitted facility. To the best of their knowledge no part of said Property is being used or has been used at any previous time for the disposal, storage, treatment, processing or other handling of any other Hazardous Materials, nor is any part of the said Property affected by any Hazardous Materials Contamination;

(C) A property adjoining or adjacent to said Property is presently being used, and has been used for the disposal, storage, treatment, processing or other handling of Hazardous Materials said business being Aptos Village Cleaners located at 415 Trout Gulch Road as shown on Exhibit "C";

(D) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to said Property. Said Property is not currently on and has never been on, any federal or state "Superfund" or "Superlien" list, and the hazardous materials contractor after reasonable investigation has no knowledge or any facts that, if known to governmental authorities, reasonably might be anticipated to cause governmental authorities, to consider placing Property on any such list;

(E) Lessor has not received any notice from any governmental authority with respect to any violation of law regarding hazardous materials;

14. MISCELLANEOUS:

14.1 Definitions:

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The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular words used in masculine gender, include the feminine and neuter. If there is more than one Lessor, the obligations imposed upon Lessor shall be joint and several.

14.2 Binding Nature:

This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

14.3 Time is of Essence:

Time is of the essence with regard to this Lease and as to all covenants, conditions, agreements and obligations herein contained.

14.4 Duly Authorized Representative:

Each individual executing this Lease on behalf of such party represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party.

14.5 Board Approval:

This Lease is subject to the approval of the Santa Cruz County Board of Supervisors and does not bind County until such time as Board approval and consent has been received in writing and as required by law.

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15. EXECUTION AND SIGNATURES:

In WITNESS WHEREOF, the parties have executed this Lease as of the ____ Th day of _____, 2001.

Lessee: COUNTY OF SANTA CRUZ

Lessor: TROUT GULCH CROSSING

By _____
Alvin D. James
Planning Director

By _____
Peter C. Truman
(Owner)

By _____
William H. Droege
(Owner)

Approved as to Form:

Chief Assistant County Counsel Date

Recommended for Approval:

Scott Loichinger, Chief Date
Real Property Division

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EASEMENT TO SCRR 22P367

EXHIBIT A

APP. NORTHEAST LINE OF EXISTING TRAFFIC

16° 34' W

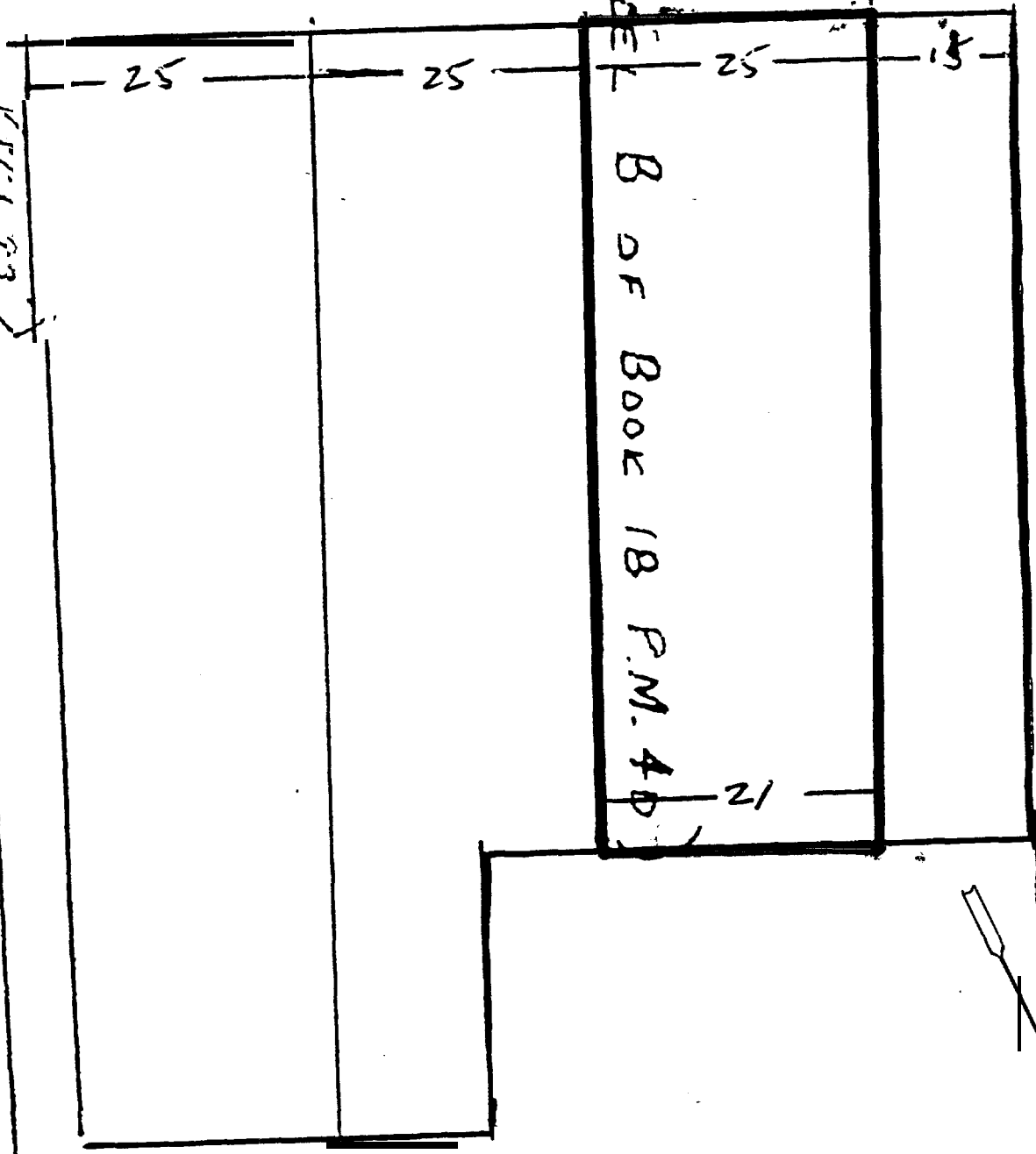
202.74' (202.67)

20' EASEMENT PER 18 PM 40

34

(161.73)

535° 40' W (322.00' 73.74')



S 54° 16' E 103.79 (103.75)

20' EASEMENT PER 18 PM 40

**ECS
REFINING***A Permitted Facility & Transporter*705 Reed Street
Santa Clara, CA 95050
(800) 637-6161*Environmentally Safe Recycling of • Precious Metals • Tin/Lead Residues • Photoprocessing Wastes*

PHOTOCHEMICALS WITH SILVER

The purpose of this fact sheet is to describe the waste **classification** of used photochemicals with silver.

Photographic processes dissolve silver from film during development; some silver is also found in the wastewater from printing processes. The waste from developing and printing is referred to as "photochemicals with silver" and will have varying quantities of silver dissolved in it, depending upon the process used. Typical levels of silver, if no treatment is performed, are in the 2,000 - 4,000 **mg/L** range.

Silver has been found to be harmful to aquatic life; consequently, wastewaters with silver cannot be directly discharged to sewer systems without removal of the silver first. Furthermore, under both federal and state environmental regulations, wastewaters with more than 5.0 **mg/L** silver are considered hazardous waste.¹

Generators of photochemicals with silver may treat the waste on-site using electrolytic recovery units and/or steel wool recovery columns; whether this is worthwhile generally depends upon the volume of waste generated and the discharge limits in your area. In California, the Department of Toxic Substances Control requires an on-site treatment permit to treat the waste on-site.

If the generator chooses to collect the wastewater for treatment at an off-site facility, it must be managed as a hazardous waste if the silver level exceeds 5.0 **mg/L**. It must be transported under manifest by a registered hazardous waste hauler to a permitted facility.

If you have additional questions, or would like additional information regarding the regulation of this material, contact your ECS Refining Representative.

¹ See 40 CFR §261.24 and 22 CCR §66261.24

FOR TAX PURPOSES ONLY

THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
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POR. APTOS RANCHO

Tax Area Code

N. 1/2 SEC. 18, T.11S., R.1E., M.D.B. & M. 69-131 69-273

69-280

41-01

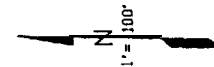
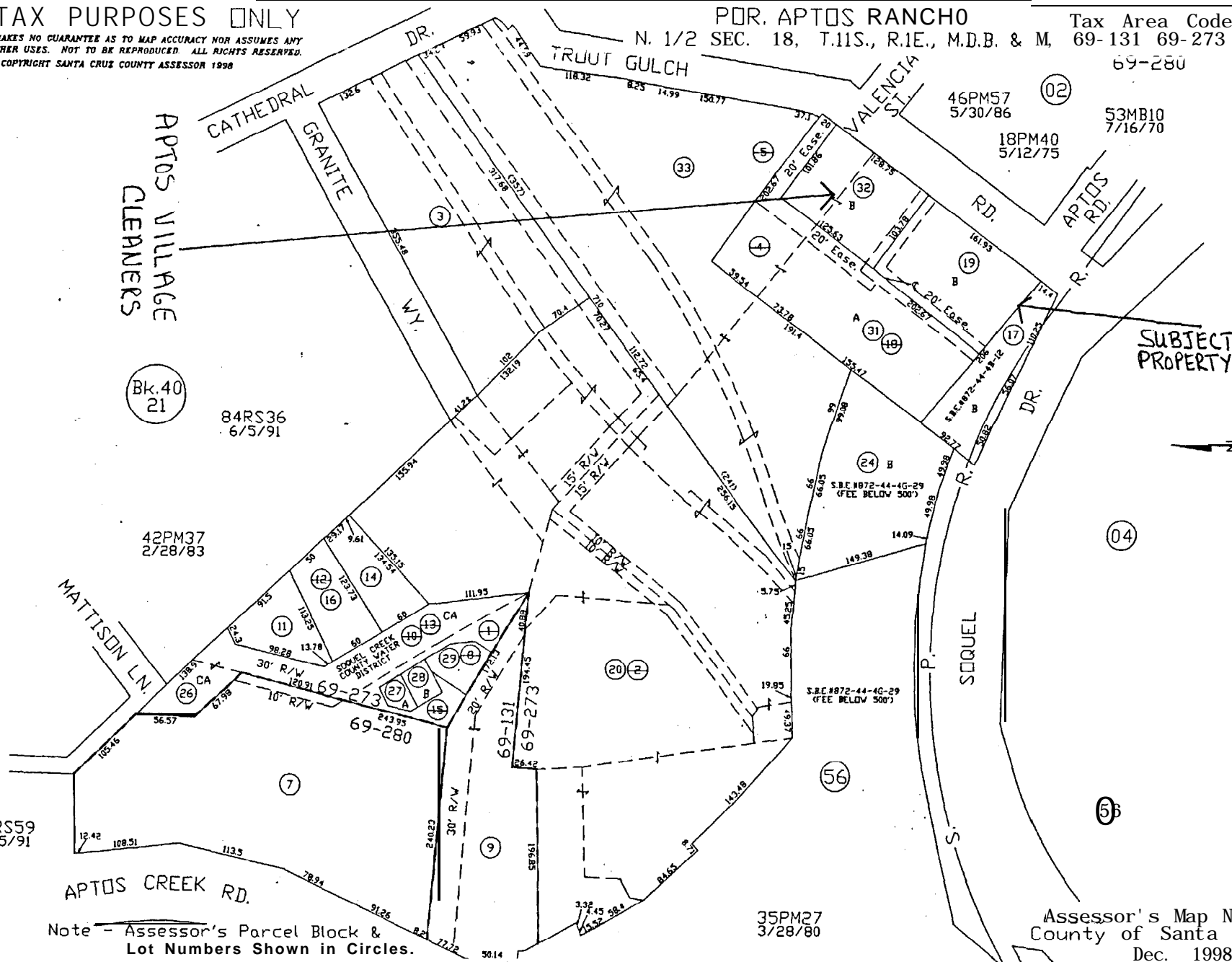


EXHIBIT C

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

Assessor's Map No. 41-01
County of Santa Cruz, Calif
Dec. 1998

Rev. 1/12/99 (Par. to pp. 35) r
Rev 11/23/99 CB (9-0063878, To st. 1-33)

24

21

EXHIBIT D

22

To: peter@aptosprint.com

Subject: Estimate from Precision Contracting & Electric

Dear :

Please review the estimate below. Feel free to contact us if you have any questions.

We look forward to working with you

Sincerely,

Precision Contracting & Electric

Precision Contracting & Electric -- **PROPOSAL AND CONTRACT**

P.O. Box 1016
Aptos, CA 95001
Phone 831-688-3838
Fax 800-878-4799

NAME / ADDRESS
Troul Gulch Crossing 8045 Soquel Drive Aptos, CA 95003

DATE	PROPOSAL #
02/03/2001	2174
Cal. Lic. 580518	

PROJECT			
DESCRIPTION	QTY	COST	TOTAL
Tenant Improvements			
Install New 15-30 subpanel recessed in wall with empty conduits top and bottom. Includes spare breakers. (sheetrock repair required)		605.00	605.00
Install new 100 amp disconnect at rear of building under 8045 meter as required by building code		380.00	380.00
Add new 20 amp circuit to restroom outlet		165.00	165.00
Add new 30 amp circuit to flash water heater in restroom		265.00	265.00
Add four 20 amp circuits to divide outlets in main room		565.00	565.00
Thank you for your business.		TOTAL	\$1,980.00

SIGNATURE

34

RICKWOOD

Aptos, CA

No. *13*Date *2/5/01*

Sheet No.

Proposal Submitted To:

Name
Street
City
State
Phone

TROUT CREEK CROSSING
8045 SOQUEL DR
APTOS CA 95003

Work To Be Performed At:

Street
City
Date of Plans
Architect

SAME

State

We hereby propose to furnish the materials and perform the labor necessary for the completion of

REMOVE & REPLACE FRONT DOOR.
CHANGE HINGE SETTING, DOOR TO
OPEN "OUT." TO INCLUDE:

- * PAINT
- * CHANGE HARDWARE
- * NEW DOOR JAMB
- * NEW TRIM

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$ *922.00*).

with payments to be made as follows:

UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

RICK PROESTE

Per

Note—This proposal may be withdrawn by us if not accepted within days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date

34
D 2 of 3

RICKWOOD

Aptos, CA

No. *2*
 Date *2/5/01*
 Sheet No. *2*

Proposal Submitted To:

Name *TROUT GULCH CROSSING*
 Street *8045 SQUEL DR.*
 City *APTOS CA 95003*
 State
 Phone

Work To Be Performed At:

SAME
 Street
 City State
 Date of Plans
 Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

*DEMOLITION + REMOVAL OF PARTICIAN
 WALL. 15 LINEAL FEET INCLUDING
 DOOR WAY. REPAIR SHEET ROCK.
 8 HOURS @ \$45.00 PER HOUR.*

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$ *360.00*)

with payments to be made as follows:

*PAID IN FULL UPON
 COMPLETION.*

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per

RICK DRUZZE

Note—This proposal may be withdrawn by us if not accepted within days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date

34
 D 2 of 3