

Santa Cruz Port District
135 5th Avenue
Santa Cruz, CA 95062
831.475.6161
831.475.9558 Fax
www.santacruzharbor.org



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: June 28, 2024

SUBJECT: Approval of Easement Agreements Between the City of Santa Cruz and Santa Cruz Port District for Purposes of Constructing the Murray Street Bridge Seismic Retrofit Barrier and Replacement Project

Recommendation: *Approve the Easement Agreements between the City of Santa Cruz and the Santa Cruz Port District; and authorize the Port Director to execute the Easement Agreement documents.*

BACKGROUND

The City of Santa Cruz (City) and Caltrans are completing a seismic retrofit of the Murray Street Bridge, which spans Santa Cruz Harbor. The project is a state-mandated seismic safety program to retrofit vulnerable bridges to meet current seismic standards. The retrofitted bridge will feature new railings and lighting, as well as wider bike lanes and sidewalks. As part of the project, the existing County of Santa Cruz Sanitation District sanitary sewer force main will be relocated from its current location underneath the harbor, to a new location on the north side of the bridge.

The City and their consulting engineering firm have been working with the Port District on and off for over a decade to coordinate and plan the project. In 2021, the Port Commission authorized the execution of a Memorandum of Understanding (MOU) and Possession and Use Agreement to memorialize interagency cooperation between the Port District and City.

Both the MOU and Possession and Use Agreement were entered into with the understanding that the City and Port District would continue to negotiate in good faith on settlement agreements for both permanent and temporary construction easements. Over the last year, staff has worked with Port District counsel to reach agreement with the City on terms for those agreements.

ANALYSIS

The Permanent Easement and Temporary Construction Easement Agreement (which includes the Permanent Water Pipeline Easement Agreement and the Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices) are being presented for final Commission review and approval.

A summary of pertinent terms is provided below:

- The Permanent Easement area encompasses approximately 37,657 SF and will exist in perpetuity. Consideration for the permanent easement is \$462,417.

- Pursuant to project permit requirements, the City will be required to construct biofiltration basins and other associated storm drain mitigation measures within the permanent easement area. The City will be responsible for maintaining the biofiltration basins in accordance with a separately executed maintenance agreement (Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices).
- The Temporary Construction Easement (TCE) area encompasses approximately 56,081 SF and has a term valid through March 31, 2027. If the City requires an extension of the TCE term, the City will pay the Port in advance the fair market value for such extended rights. Consideration for the temporary construction easement is \$93,000.
- The cost to cure, which includes \$497,500 for loss of visitor berthing revenue, totals \$7,029,660. The agreement stipulates that the City shall be responsible for all increased costs incurred by the District.
- A separate Waterline Easement will be executed to facilitate installation, repair, and maintenance of a water pipeline and appurtenances adjacent to 493 Lake Avenue. The Waterline Easement area encompasses approximately 3,620 SF and will exist in perpetuity. Consideration for the waterline easement is \$54,300.
- Total compensation provided for in the agreements equals \$7,585,077.

IMPACT ON PORT DISTRICT RESOURCES

Upon recordation of the Easement Agreement documents, funds in the amount of \$2,436,077 (\$7,585,077 less \$5,149,000, which was previously deposited into escrow by the City and withdrawn by the Port District) will be released to the Port District.

ATTACHMENTS: A. Permanent Easement and Temporary Construction Easement Agreement (including Permanent Water Pipeline Easement Agreement and Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices)

Assessor Parcel No.	Owner	Site Address	Project
010-262-70 010-311-02 011-181-02 011-181-03 010-311-08	Santa Cruz Port District, a Municipal Corporation	Lake Avenue and Murray Street, Santa Cruz, CA 95060	Murray Street Bridge Seismic Retrofit and Barrier Replacement Project

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Permanent Easement and Temporary Construction Easement Agreement (this “**Agreement**”) is made by and between the **City of Santa Cruz**, a municipal corporation (the “**City**”), and **Santa Cruz Port District**, a municipal corporation (the “**Port**” or “**Grantor**”) as to real property owned by the Port in the County of Santa Cruz with APNs 010-262-70, 010-311-02, 011-181-02, 011-181-03 and 010-311-08, and more particularly described in **Exhibit A** attached hereto. The City and the Port are hereinafter each referred to individually as a “Party” or collectively as the “Parties.” By and through this Agreement, Grantor agrees to convey, and City agrees to accept, the Permanent Easement (as defined below) and Temporary Construction Easements (as defined below) for the City’s Murray Street Bridge Seismic Retrofit and Barrier Replacement Project (the “**Project**”) pursuant to the following terms and conditions.

In consideration of the foregoing and the other considerations hereinafter set forth, the Parties mutually agree as follows:

1. **General Terms.**

- (A) Except as otherwise provided herein, the Parties have herein set forth the whole of their Agreement regarding the subject matter hereof.
- (B) The Port is the owner in fee simple of that certain real property in the City of Santa Cruz, located on Lake Avenue and Murray Street, Santa Cruz, California 95062, designated as Assessor’s Parcel Numbers: 010-262-70, 010-311-02, 011-181-02, 011-181-03, and 010-311-08, and more particularly described in **Exhibit A** attached to this Agreement and incorporated by reference herein (collectively, the “**Parcels**”). The Permanent Easement, as further defined below in section 2(A), is for a permanent easement from Port to City within the “**Permanent Easement Area**” (APNs: 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02), which is hereinafter defined as the 37,657± square foot portion of the Parcels that is described in **Exhibit B** and depicted in the map on **Exhibit C**, which exhibits are attached to this Agreement and incorporated herein by reference. The two (2) Temporary Construction Easements, as further defined below in section 2(B), are for temporary easements from Port to City within the “**Temporary Construction Easement Areas**” or “**TCE Areas**” (1: APNs: 010-262-70 (Portion) and 010-311-08 (Portion); 2: APNs: 011-181-02 (Portion) and 011-181-03 (Portion)), which are hereinafter defined as the portions of the Parcels, with a combined total area of 56,081± square feet, described in **Exhibit D** and depicted in **Exhibit E**, which are attached to this Agreement and incorporated herein by reference.
- (C) City requires the Permanent Easement and Temporary Construction Easements (collectively, the “**Easements**”) for the Project.

- (D) Grantor warrants that it holds fee simple title to the Parcels and that it has the right and authority to grant the Easements as set forth herein.
- (E) The Parties agree that the Project is for a public use for which City has the authority to exercise the power of eminent domain. Accordingly, Grantor, also a public entity, may be compelled to sell, and City may be compelled to acquire, the Easements.
- (F) Both Grantor and City recognize the expense, time, effort, and risk to both parties in determining the compensation for the Easements by eminent domain litigation. The compensation set forth herein for the Easements is therefore in compromise and complete settlement of any and all rights of Grantor to compensation for the Easements and to claim, assess, or receive severance, inverse condemnation, damage to remainder parcel, or any other eminent domain damages, in lieu of such litigation.
- (G) The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations (“CFR”), comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the CFR is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Section 50.3.
- (H) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.
- (I) The Parties previously entered into a Memorandum of Understanding Between the City of Santa Cruz and the Santa Cruz Port District Regarding Inter-Agency Cooperation During the Construction of the Murray Street Bridge Seismic Retrofit/Barrier Replacement Project, dated August 10, 2021 (the “MOU”), which is attached and incorporated hereto as **Exhibit G**.
- (J) The Parties previously entered into a Possession and Use Agreement dated August 10, 2021 (the “**Possession and Use Agreement**”), for the City’s preliminary possession and use of the Permanent Easement Area and Temporary Construction Easement Areas, which Possession and Use Agreement is attached and incorporated hereto as **Exhibit H**.
- (K) The Parties entered into a Permanent Water Pipeline Easement Agreement, dated _____, 2024 (the “**Pipeline Easement**”) for the City’s use of APN 010-311-08 for installing, repairing, and maintaining the water pipeline and appurtenances portion of the Project. The Pipeline Easement is attached and incorporated hereto as **Exhibit I**.

2. Grant of Easements.

- (A) Permanent Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor hereby grants to City a non-exclusive, permanent easement in and on the Permanent Easement Area for the construction of the existing Murray Street Bridge (the “**Bridge**”), expansion of Bridge footing, construction of required Project BMPs (as defined below) and for maintenance of the foregoing improvements and all Project-related improvements and structures situated within the Permanent Easement Area (the “**Permanent Easement**”). Pursuant to Project permit requirements, the City must construct structural or treatment control best management practices (BMPs) for stormwater within the Permanent Easement Area, including biofiltration basins, a silt and grease trap, storm drain inlets, overflow drainage

structures and rock slope protection at the outlets to the Harbor (the “**Project BMPs**”). The City shall maintain any and all Project BMPs in accordance with this Agreement and as outlined in the Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices (“**Maintenance Agreement**”), attached hereto as **Exhibit J** and incorporated herein by reference.

- (B) Temporary Construction Easements. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor hereby grants to City temporary construction easements for purposes of Project-related material and equipment storage, access to the Project site and necessary work areas, aerial access for an overhead crane, and a Project-related work area (the “**Temporary Construction Easements**”). During the TCE Term (as defined below), City shall secure the Temporary Construction Easement Areas to prevent unauthorized access to the construction site, construction materials, and equipment. Grantor shall have no liability for any lost or stolen Project equipment or construction materials or for any damage to the construction site occasioned by third parties. City shall take reasonable measures to minimize interruptions to use of the Parcels and any other authorized users during the TCE Term.
- (C) Permission is hereby granted by Grantor to City and City’s authorized agents, representatives, employees, officials, contractors, and subcontractors to enter upon the Permanent Easement Area and TCE Areas for exercising the rights granted herein.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Permanent Easement Areas and TCE Areas by the City of Santa Cruz, in accordance with the terms of this Agreement, commenced September 1, 2021, and that the amount shown in Section 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

- (D) The Purchase Price (as defined below) includes payment for the Permanent Easement and Temporary Construction Easements. The use of the overhead crane shall be coordinated with Grantor and the operators of the applicable rail corridor to schedule any and all work, and City will coordinate the use of the crane to avoid any use when trains are scheduled to pass through the applicable rail corridor and over the railroad bridge.
3. Consideration. The total purchase price for the Permanent Easement is \$462,417.00 (FOUR HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED SEVENTEEN AND 00/100 DOLLARS), the total purchase price for the Temporary Construction Easements is \$93,000.00 (NINETY-THREE THOUSAND AND 00/100 DOLLARS), and the cost to cure is \$7,029,660.00 (SEVEN MILLION TWENTY-NINE THOUSAND SIX HUNDRED SIXTY AND 00/100 DOLLARS), which amounts collectively equal \$7,585,077.00 (SEVEN MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND SEVENTY-SEVEN AND 00/100 DOLLARS) (the “Purchase Price”), payable by City to the Port for the property rights conveyed in this transaction. The specific components of the Purchase Price are set forth in **Exhibit K** attached hereto and incorporated herein by reference.

In addition to the Purchase Price, the City shall pay any and all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction.

4. Payment of Purchase Price. At least one (1) business day prior to the closing of the transaction contemplated in this Agreement (the “Close of Escrow”), the City of Santa Cruz shall deposit into escrow the entire Purchase Price less the sum of Five Million One Hundred Forty-Nine Thousand and 00/100 Dollars (\$5,149,000.00), which amount was previously deposited into

escrow by the City and withdrawn by Grantor per the conditions and terms of the Possession and Use Agreement, in readily available funds. Immediately upon recordation of the Permanent Easement Deed (as referenced in Section 8 below), the Title Company (as defined below) shall release such amount to Grantor.

5. **Work to be Performed by the Port.** It is understood and agreed by and between the Parties that, included in the Purchase Price as part of the cost to cure is a damage payment to compensate Grantor for the expense of the following work, as is required due to the construction of the Project:

- Dock FF Pile Replacement.
- Reconstruction of Dock FF.
- Electrical Services for Dock FF.
- Dock FF gangway construction of a temporary new West Harbor guest dock.
- Dock FF gangway demolition of temporary dock after completion of bridge construction.
- Removal of two northernmost slips at Dock BY and reconstruction of slips after the completion of the bridge construction.
- Expense to consult, design, and plan curative work required as a result of construction.
- Port Management of the required construction of the work stated here in this Section 5.

The City acknowledges that the Port will likely incur increased costs to cure beyond the estimated amount set forth in Section 3, above. Consistent with the MOU, the Parties agree that the estimated cost to cure shall not limit the Port's right to reimbursement for actual costs incurred, and the Parties intend for the Port to be reimbursed for all of the Port's actual costs related to its work associated with the Project. The Port shall provide advance written notice by email to the City's Project Manager Joshua Spangrud at jspangrud@santacruzca.gov and Assistant Director of Public Works Kevin Crossley at kcrossley@santacruzca.gov (or such other City representatives designated in writing by the City in accordance with the notice provisions set forth in Paragraph 16(b) below) of any anticipated increased third-party costs to cure ("**Increased Cost Notice**"). Within five (5) business days of its receipt of such Increased Cost Notice, the City shall respond in writing by either approving or objecting to the Increased Cost Notice. If the City is unable to provide a preliminary written approval of the Increased Cost Notice within such time frame, the City agrees to notify the Port in writing of such inability within five (5) business days of the City's receipt of the applicable Increased Cost Notice and to work diligently thereafter to respond to the Increased Cost Notice as reasonably quickly as possible. If the City objects to the Increased Cost Notice, such objection must state in reasonable detail the reasons for the City's objection thereto and the changes required for the City's approval of such Increased Cost Notice. The Port shall not be required to commence or continue any work that results in increased costs to cure unless and until the Port receives written approval from the City for such work. The City understands and agrees that its objection to or failure to timely respond to any Increased Cost Notice may result in significant delays to the Project. In addition to providing advance written notice to the City of anticipated excess third-party costs, the Port shall also document any increased costs due to work performed by Port staff. City shall be responsible for all increased costs incurred by the Port, so long as (i) the Port complies with the requirements of this paragraph for third-party costs or (ii) provides supporting documentation and the applicable fee schedule for all work performed by Port staff. Within thirty (30) days of incurring any increased cost, the Port shall provide documentation to the City evidencing the

same, including but not limited to invoices and cancelled checks or payment confirmations. Upon receipt of such documentation from the Port, and in the event there is no outstanding objection from the City to an applicable Increased Cost Notice, the City shall promptly, and in no event more than forty-five (45) days after receipt of such documentation, pay such invoices or reimburse the Port for such increased cost to cure. Such compensation shall fully release City from that additional cost to cure incurred by the Port.

6. **Term.**

- (A) **Permanent Easement.** The Permanent Easement shall exist in perpetuity, beginning upon the Close of Escrow.
- (B) **Temporary Construction Easement.** The Temporary Construction Easements shall have a retroactive effective date of September 1, 2021, and shall terminate upon the earlier of (i) thirty (30) days after the completion of construction of the Project or (ii) March 31, 2027 (the “**TCE Term**”). In the event that the City requires an extension of the TCE Term for any reason, the City agrees to pay the Port in advance the fair market value for such extended rights.
- (C) **Removal of Property and Restoration.** No later than the termination of the TCE Term, the City shall have removed any construction equipment and materials from the Temporary Construction Easement Areas and restored the TCE Areas to the condition they were in on the date and at the time of the beginning of the TCE Term, reasonable wear and tear excepted.

7. **Construction Contract Work.** At no expense to Grantor and at the time of construction, City shall, at City’s sole cost and expense, complete the following work:

- Remove the existing pedestrian bridge between Bents 4 and 5.
- Remove the existing chain link fencing with wood slats and replace with like or similar fencing at the completion of construction.
- East Drive – Maintain access / construction detour, reconstruct pavement.
- West Drive – Maintain access / construction detour, reconstruct pavement.
- Remove and replace in kind a concrete stairway.
- Remove 150± linear feet of timber retaining wall and replace with concrete retaining wall.
- Protect, adjust and relocate Navigational Lights.
- All other work set forth in final construction plans for the Project.

Upon the expiration of the TCE Term, all of the City’s interest in the TCE Areas shall terminate.

These obligations shall survive the close of escrow in this transaction.

8. **Escrow.**

- (A) This transaction will be handled through First American Title Company (the “Title Company”), Escrow Number 4408-4252495 (JA).
- (B) Grantor and City shall deposit with the Title Company a signed copy of the Permanent Easement Deed, attached to this Agreement as **Exhibit F** and incorporated herein by

reference. City shall not be deemed to have accepted delivery of the Permanent Easement until such time as the Permanent Easement Deed is recorded in the Official Records of Santa Cruz County, California.

9. **Waiver of Civil Code Section 1542.** Grantor and Grantee hereby waive and surrender any rights under Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

10. **Reversion.** In the event that City permanently abandons the Project by providing Grantor with written notice of such abandonment, then the Permanent Easement and the Temporary Construction Easements will terminate and revert back to the Grantor. In such event, the Parties shall execute such documents, including but not limited to quitclaim deeds, as may be reasonably required in order to remove such easements from title to the Parcels. Notwithstanding the foregoing, the City shall repair and restore the Permanent Easement Area and Temporary Construction Easement Areas to the condition they were in on the date and at the time of the beginning of the Project, reasonable wear and tear excepted. The obligations set forth in this paragraph shall survive the close of escrow or termination of this Agreement.

11. **Warranties.** Grantor warrants that it has provided Grantee with all lease agreements in Grantor’s possession for all or any portion of the Permanent Easement Area or Temporary Construction Easement Areas with terms exceeding one month. To Grantor’s knowledge, aside from those leases provided by Grantor to Grantee, there are no other oral or written leases for all or any portion of the Permanent Easement Area or Temporary Construction Easement Areas with terms exceeding one month.

12. **Indemnification.**

(A) **Permanent Easement.** During the term of the Permanent Easement, City shall defend (with counsel satisfactory to Grantor), indemnify, and hold harmless Grantor and its respective officers, agents, employees, and contractors (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, suits, damages, liens, injury, losses, liability, costs and expenses (including attorneys’ fees) (collectively, “Claims”) for personal injury, property damage or otherwise arising from or related to City’s use of the Permanent Easement Area or exercise of the rights granted in this Agreement, except to the extent such Claims are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. City shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to any and all affected facilities, improvements, equipment and appurtenances within or upon the Permanent Easement Area or the Parcels caused by any act or omission of the City, its employees, agents or contractors, except to the extent such damage is caused by the gross negligence or willful misconduct of any of the Indemnified Parties. The City further agrees that it will permit no mechanics’, materialmen’s or other liens to stand against the Parcels for work or materials furnished to the City or its agents, employees or contractors in connection with the Project, and the City agrees to indemnify, defend and hold Grantor and the Parcels harmless from same.

(B) **Temporary Construction Easement.** During the TCE Term, City shall defend (with counsel satisfactory to Grantor), indemnify, and hold harmless the Indemnified Parties from and against any and all Claims for personal injury, property damage (including but

not limited to Grantor's property), or otherwise arising from or related City's use of the Temporary Construction Easement Areas or exercise of the rights granted in this Agreement, except to the extent such Claims are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Provided, however, that the City's indemnification obligation hereunder shall survive the TCE Term and the termination of this Agreement. City shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to any and all affected facilities, improvements, equipment and appurtenances within or upon the TCE Areas or the Parcels caused by any act or omission of City, its employees, agents or contractors, except to the extent such damage is caused by the gross negligence or willful misconduct of any of the Indemnified Parties. The City further agrees that it will permit no mechanics', materialmen's or other liens to stand against the Parcels for work or materials furnished to the City or its agents, employees or contractors in connection with the Project, and the City agrees to indemnify, defend and hold Grantor and the Parcels harmless from same.

(C) Damage Waiver. Except as otherwise set forth herein, it is understood and agreed by and between the Parties hereto that the Purchase Price includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Port's remaining property by reason of the Permanent Easement and TCE rights conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which the Port may incur in restoring the utility of its remaining property.

(D) City Contractors/Subcontractors. City shall require and cause all of its consultants, contractors, and subcontractors performing work relating to the Project and using the Permanent Easement Areas and TCE Areas to defend, indemnify, and hold harmless the Port and its officials, officers, commissioners, employees and agents, from and against any and all claims, demands and liability arising from the Project on the same terms as applied to the City in this Section 12 to the fullest extent allowed by applicable law.

13. Insurance. City will require any independent contractor it engages to perform construction within the Permanent Easement Area or TCE Areas, and any subcontractor that such contractor may retain, to procure and maintain in full force and effect throughout such construction activities insurance meeting the City's requirements; provided, however, in no event shall the commercial general liability ("CGL") insurance carried by such contractors have limits less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. City shall require all such contractors and subcontractors to satisfy these insurance requirements, including naming the Santa Cruz Port District and its officials, officers, employees and agents, as additional insureds on the applicable commercial general liability policies and automobile insurance policies, and City shall provide verification of insurance coverage prior to such contractors and subcontractors accessing the Permanent Easement Area and TCE Areas. In addition, City shall ensure that all independent contractors engaged by City for the Project, and all subcontractors retained by such contractors, maintain worker's compensation insurance in at least the minimum amount required by law with a waiver of subrogation in favor of the Santa Cruz Port District. On each fifth (5th) anniversary of the date of this Agreement, Grantor may cause an independent insurance consultant to evaluate the scope and amount of insurance coverage and recommend changes to the amount of coverage and to the scope consistent with then current industry practice. The amount of coverage shall thereafter be adjusted so that the amount of coverage required under this Agreement is equivalent to the amount of coverage afforded by the initial limits of liability set forth herein.

14. Hazardous Materials. The Purchase Price reflects the fair market value of the Permanent Easement and TCE without the presence of contamination. City shall not cause the generation, use, storage, disposal or release of any Hazardous Material on the Parcels or on or in the soil,

groundwater, or surface water on or under the Parcels. City shall indemnify, defend (with counsel satisfactory to Grantor) and hold harmless Grantor from and against any penalty, fine, claim, demand, liability, cost, loss or charge whatsoever, including, without limitation, reasonable attorneys' fees, expert's fees and court costs, diminution in value of the Parcels, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Parcels, and sums paid in settlement of claims (collectively, "**Environmental Damages**"), which Grantor shall incur or suffer by reason of City's failure to comply with this Section 14. This indemnification of Grantor by City includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of any Hazardous Material present in the soil or water on or under the Parcels by reason of City's failure to comply with this Section 14. Without limiting the foregoing, if the presence of any Hazardous Material on the Parcels caused or permitted by City results in any contamination of the Parcels, City shall promptly take all actions at its sole expense as are necessary to return the Parcels to the condition existing prior to the introduction of any such Hazardous Material to the Parcels; provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Parcels. The provisions of this section shall survive the expiration or earlier termination of this Agreement. If the Permanent Easement Area or TCE Areas are found to be contaminated by the presence of hazardous materials which require mitigation under Federal or state law, City may seek to recover its cleanup costs from those who caused or contributed to the such contamination. "**Hazardous Material**" as used herein shall mean any material, substance or waste defined, classified, regulated or otherwise characterized as (i) a pollutant or contaminant or as hazardous, toxic or harmful to the environment by any federal, state or local governmental authority, or (ii) a controlled substance, pharmaceutical product, or other similar material, substance, or waste.

15. **Compliance with Laws.** The City, at its sole cost and expense, agrees to comply with all federal, state and local laws, orders, rules, regulations, ordinances, requirements, permits, and administrative and judicial determinations ("**Laws**") applicable to the Project, the City's use and possession of the Permanent Easement Area and TCE Areas, and the City's exercise of its rights under this Agreement. All work done under this Agreement or upon Grantor's real property shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities upon the Grantor's real property, when removed, relocated, or reconstructed by the City, shall be left in as good as condition as found, reasonable wear and tear excepted.

16. **Miscellaneous Provisions.**

- a. **Time of Essence.** Time is of the essence in this Agreement.
- b. **Notices.** Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and delivered by overnight Federal Express or priority U.S. Mail, and shall be served on the parties at the following address.

If to City:

City of Santa Cruz
c/o Matt Huffaker, City Manager
809 Center Street, Room 10
Santa Cruz, CA 95060

If to Port:

Santa Cruz Port District
c/o Holland MacLaurie, Port Director
135 Fifth Avenue
Santa Cruz, CA 95062

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- c. Entire Agreement. This Agreement and the attached exhibits, including the Maintenance Agreement, along with the MOU, the Possession and Use Agreement, and the Pipeline Easement, all attached and incorporated herein, constitute the entire agreement between the Parties with respect to the Permanent Easement, Temporary Construction Easements and the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement, the MOU or the Possession and Use Agreement are of no force and effect. In the event there are inconsistencies, conflicts, or ambiguities between and among these documents, the Parties shall attempt to resolve such inconsistency, conflict, or ambiguity informally, recognizing that the documents shall take precedence in the following order: this Agreement and attached exhibits, including the Maintenance Agreement; the Pipeline Easement; the Possession and Use Agreement; and the MOU. Any amendment or modification to this Agreement shall be of no force and effect unless it is in writing and signed by City and Grantor. No waiver of any default of any obligation by any party to this Agreement shall be implied from any omission by the other party to take any action with respect to such default.
- d. Settlement of Disputes. In the event of any dispute under the terms of this Agreement, the aggrieved party shall first give written notice (a "Dispute Notice") to the other party setting forth the nature of the dispute and the relief requested. The parties shall then attempt to resolve the dispute by escalating the dispute within their respective organizations.
- e. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- f. Attorneys' Fees. If any action, proceeding, appeal or arbitration arising out of or relating to this Agreement is commenced by either party to this Agreement or by the Escrow Holder, then as between City and Grantor, the prevailing party shall be entitled to receive 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, proceeding, appeal or arbitration by the prevailing party.
- g. Binding Effect. Grantor and City have the right, power, legal capacity and authority to enter into and perform their obligations under this Agreement without further approval or consent. Those persons executing this Agreement on behalf of Grantor and City are authorized to do so, and by so executing this Agreement, they thereby bind Grantor and City to the terms hereof. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
- h. Binding on Successors; Assignment. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees; provided, however, Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.
- i. Governing Law. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California.
- j. Headings. The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

- k. Warranty of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such Party is a partnership, corporation, or trustee, that such partnership, corporation, or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

- l. Execution and Counterparts. This Agreement, as well as any amendments and supplements thereto, may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. A scanned, electronic, facsimile, or other copy of a Party's signature shall be accepted and valid as an original.

Signature Page to Follow

In Witness Whereof, the Parties hereto have executed this Agreement on _____ day
of _____ 20____.

Grantor: Santa Cruz Port District, a Municipal Corporation

By : _____
Holland MacLaurie
Port Director

City: The City of Santa Cruz, a Municipal Corporation

Matt Huffaker
City Manager

Recommended for Approval:

Lucas Smith
Right of Way Agent

Approved as to Form:

Office of the City Attorney

Exhibit A

Legal Description of Parcels

APN: 010-262-70

LEGAL DESCRIPTION

Real property in the City of Santa Cruz, County of Santa Cruz, State of California, described as follows:

PARCEL A:

PARCELS 3, 42, 50, 54, 59, 60, 61, 62, 64, 67, 71, AND 72, THAT WERE GRANTED BY THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM SUCH PORTION OF ABOVE DESCRIBED PARCELS 42, 54, 59, AND 61 AS WAS CONVEYED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT BY GRANT DEED, RECORDED MAY 05, 1966, IN BOOK [1762, PAGE 262](#), SANTA CRUZ COUNTY RECORDS.

EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN ANY REAL PROPERTY WHICH WERE LANDS BENEATH NAVIGABLE WATERS AT THE TIME IT BECAME A MEMBER OF THE UNION, OR WHICH WERE ACQUIRED BY IT THROUGH THE SUBMERGED LANDS ACT (43 USC 1301 ET SEQ.), OR WHICH HAVE ACCRETED TO SUCH LANDS, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO THE PROPERTY DESCRIBED IN THE LEASE BETWEEN THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION AND STATE LANDS COMMISSION DATED JANUARY 22, 1962, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN BOOK [2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO ALL DEPOSITS OF MINERALS AND RIGHTS TO MINERALS INCLUDING OIL, GAS, AND HYDROCARBONS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SUCH REAL PROPERTY OR TO ENTER ANY PART OF THE SUBSURFACE THEREOF WHICH LIES WITHIN 200 FEET OF SAID SURFACE, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA IN THE DEED RECORDED JUNE 30, 1975 IN [BOOK 2515, PAGE 476](#) AND RE-RECORDED JULY 22, 1975 IN [BOOK 2522, PAGE 248](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION WHICH LIES EASTERLY OF THE EAST BOUNDARY OF THE CITY OF SANTA CRUZ AS SAID EAST BOUNDARY IS SHOWN ON THE RECORD OF SURVEY FILED IN THE OFFICE OF THE RECORDER OF SANTA CRUZ COUNTY, JANUARY 03, 1955 IN [BOOK 32 OF MAPS, PAGE 42](#).

FURTHER EXCEPTING THEREFROM THAT PORTION WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF ATLANTIC AVENUE AND ITS PROLONGATION SOUTHEASTERLY.

PARCEL B:

ALL THAT REAL PROPERTY THAT WAS CONVEYED BY THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT BY GRANT DEED, RECORDED MAY 05, 1966, IN BOOK [1762](#), PAGE [262](#) SANTA CRUZ COUNTY RECORDS AND BEING MORE PARTICULARLY AS FOLLOWS:

THAT PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 11 SOUTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN THE CITY OF SANTA CRUZ, SANTA CRUZ COUNTY, STATE OF CALIFORNIA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE SOUTHWEST CORNER OF LOT 4 OF THE LANDS OF OLIVER J. AND FLORENCE B. LEE, AS SAID LOT IS SHOWN AND DESIGNATED ON THE MAP ENTITLED, "RECORD OF SURVEY MAP OF PART OF THE EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED FOR RECORD JANUARY 03, 1955, IN [VOLUME 32 OF MAPS, PAGE 42](#), SANTA CRUZ COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 14° 48' EAST 121.37 FEET TO A POINT; THENCE NORTH 85° 30' EAST 100 FEET TO A POINT ON THE NORTHEASTERLY CORNER OF THE LANDS OF H. HYLAND HINMAN AND HELEN S. HINMAN; THENCE SOUTH 2° 14' 46" WEST 42.61 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF H. H. HINMAN; THENCE NORTH 86° EAST 51.51 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF THE LANDS OF SUE W. OTTERSON; THENCE SOUTH 21° 43' 24" WEST 45.03 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF SUE OTTERSON; THENCE NORTH 86° 30' 00" EAST 48.00 FEET TO A POINT; THENCE NORTH 5° 25' 09" WEST 206.79 FEET TO A POINT WHICH LIES NORTH 84° 30' EAST 193.00 FEET FROM THE SOUTHWEST CORNER OF THE LANDS OF OLIVER J. LEE AND FLORENCE B. LEE; THENCE SOUTH 84° 30' WEST 193.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA IN THE DEED RECORDED JUNE 30, 1975 IN [BOOK 2515, PAGE 476](#) AND RE-RECORDED JULY 22, 1975 IN [BOOK 2522, PAGE 248](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO PHILIPPE R. KAHN AND SONIA LEE KAHN, TRUSTEES OF THE KAHN FAMILY TRUST AGREEMENT DATED MAY 24, 2005, IN THE DEED RECORDED JANUARY 21, 2009, AS INSTRUMENT NO. [2009-0002038](#), SANTA CRUZ COUNTY RECORDS.

PARCEL C:

ALL THAT REAL PROPERTY THAT WAS CONVEYED BY PHILIPPE KAHN AND SONIA LEE KAHN TO THE SANTA CRUZ PORT DISTRICT BY GRANT DEED, RECORDED JULY 21, 2005, AS INSTRUMENT NO. [2005-0050041](#), SANTA CRUZ COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A NORTHEASTERLY PORTION OF PARCEL ONE AS DESCRIBED IN THE DEED CONVEYING LAND TO PHILIPPE AND SONIA LEE KAHN, RECORDED NOVEMBER 22, 2004, DOCUMENT NUMBER [2004-0082633](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL ONE; THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID PARCEL ONE

1. SOUTH 85° 59' 29" WEST, 8.50 FEET, TO A POINT; THENCE LEAVING SAID NORTHERLY LINE
2. SOUTH 6° 00' 00" EAST, 16.46 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL ONE; THENCE ALONG SAID SOUTHEASTERLY LINE

3. NORTH 21° 43' 24" EAST, 18.26 FEET, TO THE POINT OF BEGINNING.

PARCEL D:

ALL THAT REAL PROPERTY THAT WAS CONVEYED BY THE PHILIPPE R. KAHN AND SONIA LEE KAHN, TRUSTEES OF THE KAHN FAMILY TRUST AGREEMENT DATED MAY 24, 2005 TO THE SANTA CRUZ PORT DISTRICT BY DEED, RECORDED JANUARY 21, 2009, AS INSTRUMENT NO. [2009-0002040](#), SANTA CRUZ COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE OF THE LANDS CONVEYED TO PHILLIPPE R. KAHN AND SONIA LEE KAHN, AS TRUSTEES OF THE KAHN FAMILY TRUST AGREEMENT DATED MAY 24, 2005, BY DEED RECORDED JUNE 18, 2007, DOCUMENT NUMBER [2007-0033788](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ¾ INCH IRON PIPE TAGGED RCE 20,919 AT THE NORTHEAST CORNER OF SAID PARCEL ONE OF SAID LANDS SO CONVEYED TO THE KAHN FAMILY TRUST; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ONE

1. SOUTH 85° 59' 29" WEST, 2.50 FEET, TO A POINT; THENCE LEAVING SAID NORTHERLY LINE

2. SOUTH 6° 02' 00" EAST, 21.27 FEET, TO A POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL ONE, SAID POINT BEARING NORTH 21° 43' 24" EAST, 21.45 FEET, MEASURED ALONG SAID SOUTHEASTERLY LINE, FROM A ½ INCH IRON PIPE, TAGGED L.S. 5513 AT THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE ALONG SAID LAST MENTIONED SOUTHEASTERLY LINE

3. NORTH 21° 43' 24" EAST, 5.34 FEET, TO AN ANGLE POINT; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE

4. NORTH 6° 00' 00" WEST, 16.46 FEET, TO THE POINT OF BEGINNING.

APN: 010-262-70

LEGAL DESCRIPTION

Real property in the City of Santa Cruz, County of Santa Cruz, State of California, described as follows:

PARCEL 48 THAT WAS GRANTED BY THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN ANY REAL PROPERTY WHICH WERE LANDS BENEATH NAVIGABLE WATERS AT THE TIME IT BECAME A MEMBER OF THE UNION, OR WHICH WERE ACQUIRED BY IT THROUGH THE SUBMERGED LANDS ACT (43 USC 1301 ET SEQ.), OR WHICH HAVE ACCRETED TO SUCH LANDS, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO THE PROPERTY DESCRIBED IN THE LEASE BETWEEN THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION AND STATE LANDS COMMISSION DATED JANUARY 22, 1962, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO ALL DEPOSITS OF MINERALS AND RIGHTS TO MINERALS INCLUDING OIL, GAS, AND HYDROCARBONS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SUCH REAL PROPERTY OR TO ENTER ANY PART OF THE SUBSURFACE THEREOF WHICH LIES WITHIN 200 FEET OF SAID SURFACE, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

[APN: 010-311-02](#)

LEGAL DESCRIPTION

Real property in the City of Santa Cruz, County of Santa Cruz, State of California, described as follows:

PARCELS 4, 5, 6, 8, 12, 16, 17, 19, 22, 25, 27, 29, 35, 44, 63, AND 65 THAT WERE GRANTED BY THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN ANY REAL PROPERTY WHICH WERE LANDS BENEATH NAVIGABLE WATERS AT THE TIME IT BECAME A MEMBER OF THE UNION, OR WHICH WERE ACQUIRED BY IT THROUGH THE SUBMERGED LANDS ACT (43 USC 1301 ET SEQ.), OR WHICH HAVE ACCRETED TO SUCH LANDS, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO THE PROPERTY DESCRIBED IN THE LEASE BETWEEN THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION AND STATE LANDS COMMISSION DATED JANUARY 22, 1962, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN BOOK 2412, PAGE 273, SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO ALL DEPOSITS OF MINERALS AND RIGHTS TO MINERALS INCLUDING OIL, GAS, AND HYDROCARBONS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SUCH REAL PROPERTY OR TO ENTER ANY PART OF THE SUBSURFACE THEREOF WHICH LIES WITHIN 200 FEET OF SAID SURFACE, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

APN: 010-311-08

LEGAL DESCRIPTION

Real property in the City of Santa Cruz, County of Santa Cruz, State of California, described as follows:

PARCEL ONE:

BEING A PORTION OF THE LANDS CONVEYED FROM EMANUEL CIRRONE TO GIUSEPPE CIRRONE AND CATORINA CIRRONE, BY DEED RECORDED JUNE 4, 1956 IN VOLUME 1078 AT PAGE 72, SANTA CRUZ COUNTY OFFICIAL RECORDS, SAID PORTION BEING BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE ABOVE MENTIONED LAND AND RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 63° 29' 49" EAST ALONG THE SOUTHERN LINE OF SAID LANDS 156.39 FEET; THENCE LEAVING SAID SOUTHERN LINE NORTH 34° 05' 30" WEST 158.21 FEET TO THE WESTERN LINE OF SAID LANDS; THENCE ALONG SAID WESTERN LINE SOUTH 22° 40' 04" WEST 31.64 FEET AND SOUTH 50° 40' 04" WEST 50.53 FEET TO THE PLACE OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 1013.74 FEET AND NORTH 54° 08' 43" EAST 100.73 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN VOLUME 32 AT PAGE 43, SANTA CRUZ COUNTY OFFICIAL RECORDS; THENCE NORTH 54° 08' 43" EAST 382.59 FEET; THENCE NORTH 2° 55' 04" EAST 58.15 FEET; THENCE NORTH 50° 40' 04" EAST 134.27 FEET; THENCE SOUTH 63° 29' 49" EAST 80.00 FEET; THENCE SOUTH 26° 58' 51" WEST 513.71 FEET; THENCE NORTH 63° 42' 39" WEST 285.00 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 970.34 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN VOLUME 32 AT PAGE 43, SANTA CRUZ COUNTY OFFICIAL RECORDS; THENCE NORTH 24° 25' 43" EAST 43.40 FEET; THENCE NORTH 54° 08' 43" EAST 100.73 FEET; THENCE SOUTH 63° 42' 39" EAST 285.00 FEET; THENCE SOUTH 36° 52' 40" WEST 134.66 FEET; THENCE NORTH 63° 42' 39" WEST 305.83 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE

PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 920.34 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN VOLUME 32 AT PAGE 43, SANTA CRUZ COUNTY OFFICIAL RECORDS; THENCE NORTH 24° 25' 43" EAST 50.00 FEET; THENCE SOUTH 63° 42' 39" EAST 305.83 FEET; THENCE SOUTH 36° 52' 40" WEST 50.76 FEET; THENCE NORTH 63° 43' 52" WEST 294.88 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO WILLIAM H. GRUNWALD AND URSULA GRUNWALD, AS TRUSTEES UNDER TRUST AGREEMENT DATED APRIL 11, 1978 BY DEED RECORDED JUNE 6, 1980 IN BOOK 3201, PAGE 742 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL THAT PORTION OF THE LANDS CONVEYED IN THE DEED FROM WILLIAM H. GRUNWALD AND URSULA GRUNWALD, HIS WIFE, TO SANTA CRUZ PORT DISTRICT, A POLITICAL SUBDIVISION, RECORDED NOVEMBER 4, 1968 IN VOLUME 1914 AT PAGE 429, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, LYING SOUTHEASTERLY OF THE SANTA CRUZ CITY LIMITS.

PARCEL FIVE:

BEING A PART OF THE WEST ½ OF SECTION 17, T. 11 S., R. 1 W., M. D. B. & M., AND A PART OF THE LANDS CONVEYED TO WESLEY W. PAGE AND WIFE, BY DEED RECORDED JUNE 4, 1958 IN VOLUME 1188, PAGE 59, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO JOSEPH F. HACKETT AND WIFE, BY DEED RECORDED AUGUST 2, 1950 IN VOLUME 784, PAGE 148, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF HACKETT, SOUTH 25° 45' WEST 50 FEET TO THE SOUTHWESTERLY CORNER THEREOF ON THE SOUTHERLY LINE OF ABOVE MENTIONED LANDS OF PAGE; THENCE LEAVING THE LAND OF HACKETT AND ALONG SAID SOUTHERLY LINE NORTH 65° 10' WEST 356.28 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS OF PAGE; THENCE ALONG THE NORTHWESTERLY LINE OF THE LANDS OF PAGE, NORTH 25° 30' EAST 79.08 FEET TO THE SOUTHWESTERLY CORNER OF THE LANDS CONVEYED TO C. H. MAHONEY AND WIFE, BY DEED RECORDED JULY 13, 1960 IN VOLUME 1330, PAGE 293, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF THE LANDS OF MAHONEY, SOUTH 65° 10' EAST 287.18 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF A RIGHT OF WAY KNOWN AS STAGG LANE; THENCE ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY, SOUTH 25° 45' WEST 29.09 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY, SOUTH 65° 10' EAST 69.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION GRANTED TO WILLIAM H. GRUNWALD AND WIFE BY DEED RECORDED NOVEMBER 4, 1968 IN BOOK 1914, PAGE 431 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF THE WEST ½ OF SECTION 17, T. 11 S., R. 1 W., M. D. B. & M., AND A PART OF THE LAND CONVEYED TO THE SANTA CRUZ PORT DISTRICT, A POLITICAL SUBDIVISION, BY DEED RECORDED MARCH 1, 1968, IN VOLUME 1868, PAGE 54, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING ON THE SOUTHEASTERLY CORNER OF SAID LAND OF THE SANTA CRUZ PORT DISTRICT; THENCE NORTH 25° 45' EAST 50.00 FEET TO THE NORTHEASTERLY CORNER

THEREOF; THENCE NORTH 65° 10' WEST 69.10 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE 50 FEET, MORE OR LESS, TO THE SOUTHWESTERLY BOUNDARY OF SAID LAND AND FROM WHICH THE POINT OF BEGINNING BEARS SOUTH 65° 10' EAST 58.07 FEET DISTANT; THENCE SOUTH 65° 20' EAST 58.07 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 496.76 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN VOLUME 32 AT PAGE 43, SANTA CRUZ COUNTY OFFICIAL RECORDS; THENCE NORTH 24° 25' 43" EAST 344.54 FEET; THENCE SOUTH 63° 40' 59" EAST 298.21 FEET; THENCE SOUTH 36° 11' 35" WEST 85.87 FEET; THENCE SOUTH 27° 32' 21" WEST 29.77 FEET; THENCE SOUTH 30° 33' 39" WEST 130.47 FEET; THENCE NORTH 63° 41' 47" WEST 25.92 FEET; THENCE SOUTH 27° 13' 13" WEST 100.00 FEET; THENCE NORTH 63° 41' 47" WEST 234.34 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN THE DEED FROM JOHN C. MELLO AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED JANUARY 8, 1951 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CRUZ IN BOOK 806 OF OFFICIAL RECORDS AT PAGE 291 AND RUNNING THENCE SOUTH 65° 10' 00" EAST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF THE FIRST PARCEL OF LAND DESCRIBED IN SAID DEED DATED JANUARY 8, 1951, A DISTANCE OF 25.92 FEET; THENCE SOUTH 20° 48' 48" WEST 100.23 FEET TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF THE FIRST PARCEL OF LAND DESCRIBED IN SAID DEED DATED JANUARY 8, 1951, SAID SOUTHWESTERLY BOUNDARY LINE BEING THE NORTHEASTERLY BOUNDARY LINE OF THE 2 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM DAN TURLINGTON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED JULY 10, 1951 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 830 OF OFFICIAL RECORDS AT PAGE 645; THENCE NORTH 65° 10' 00" WEST, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF THE FIRST PARCEL OF LAND DESCRIBED IN SAID DEED DATED JANUARY 8, 1951, A DISTANCE OF 34.55 FEET TO THE MOST WESTERLY CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN SAID DEED DATED JANUARY 8, 1951; THENCE NORTH 25° 45' 00" EAST, ALONG THE NORTHWESTERLY BOUNDARY LINE OF THE FIRST PARCEL OF LAND DESCRIBED IN SAID DEED DATED JANUARY 8, 1951, A DISTANCE OF 100.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

BEGINNING AT A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF THE 2 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM DAN TURLINGTON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED JULY 10, 1951 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CRUZ IN BOOK 830 OF OFFICIAL RECORDS AT PAGE 645 FROM WHICH THE MOST NORTHERLY CORNER OF SAID 2 ACRE PARCEL OF LAND BEARS NORTH 65° 10' 00" WEST 9.84 FEET DISTANT AND RUNNING THENCE SOUTH 65° 10' 00" EAST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND, 268.89 FEET; THENCE SOUTH 20° 48' 48" WEST 172.88 FEET TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND, SAID SOUTHWESTERLY BOUNDARY LINE BEING THE NORTHEASTERLY BOUNDARY LINE OF THE 14 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM JESSE D. GRAYSON AND WIFE TO COAST COUNTIES

GAS AND ELECTRIC COMPANY DATED SEPTEMBER 18, 1950 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 791 OF OFFICIAL RECORDS AT PAGE 363; THENCE NORTH 65° 10' 00" WEST, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND, 275.36 FEET; THENCE NORTH 22° 57' 30" EAST 172.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL NINE:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE 14 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM JESSE D. GRAYSON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED SEPTEMBER 18, 1950 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CRUZ IN BOOK 791 OF OFFICIAL RECORDS AT PAGE 363, SAID SOUTHERLY BOUNDARY LINE BEING THE NORTHERLY BOUNDARY LINE OF THE RAILROAD RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY, FROM WHICH THE MOST WESTERLY CORNER OF SAID 14 ACRE PARCEL OF LAND BEARS WEST 41.25 FEET DISTANT AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND THE FOLLOWING THREE COURSES, NAMELY: EAST 226.71 FEET, NORTH 88° 00' 00" EAST 79.20 FEET, AND NORTH 86° 00' 00" EAST 58.08 FEET; THENCE NORTH 38° 12' 58" EAST 374.83 FEET; THENCE NORTH 20° 48' 48" EAST 463.54 FEET TO A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND, SAID NORTHEASTERLY BOUNDARY LINE BEING THE SOUTHWESTERLY BOUNDARY LINE OF THE 2 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM DAN TURLINGTON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED JULY 10, 1951 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 830 OF OFFICIAL RECORDS AT PAGE 645; THENCE NORTH 65° 10' 00" WEST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND, 275.36 FEET; THENCE SOUTH 22° 57' 30" WEST 324.97 FEET; THENCE SOUTH 34° 51' 12" WEST 671.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TEN:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE 2 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM DAN TURLINGTON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED JULY 10, 1951 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CRUZ IN BOOK 830 OF OFFICIAL RECORDS AT PAGE 645 AND RUNNING THENCE SOUTH 25° 45' 00" WEST, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND, 172.47 FEET TO THE MOST WESTERLY CORNER OF SAID 2 ACRE PARCEL OF LAND; THENCE SOUTH 65° 10' 00" EAST, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND, SAID SOUTHWESTERLY BOUNDARY LINE BEING THE NORTHEASTERLY BOUNDARY LINE OF THE 14 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM JESSE D. GRAYSON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED SEPTEMBER 18, 1950 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 791 OF OFFICIAL RECORDS AT PAGE 363, A DISTANCE OF 18.25 FEET; THENCE NORTH 22° 57' 30" EAST 172.54 FEET TO A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND; THENCE NORTH 65° 10' 00" WEST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 2 ACRE PARCEL OF LAND, 9.84 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL ELEVEN:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE 14 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM JESSE D. GRAYSON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED SEPTEMBER 18, 1950 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CRUZ IN BOOK 791 OF OFFICIAL RECORDS AT PAGE 363 AND RUNNING THENCE SOUTH 65° 10' 00" EAST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND, SAID NORTHEASTERLY BOUNDARY LINE BEING THE SOUTHWESTERLY BOUNDARY LINE OF THE 2 ACRE PARCEL OF LAND DESCRIBED

IN THE DEED FROM DAN TURLINGTON AND WIFE TO COAST COUNTIES GAS AND ELECTRIC COMPANY DATED JULY 10, 1951 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 830 OF OFFICIAL RECORDS AT PAGE 645, A DISTANCE OF 18.25 FEET; THENCE SOUTH 22° 57' 30" WEST 324.97 FEET; THENCE SOUTH 34° 51' 12" WEST 671.47 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND, SAID SOUTHERLY BOUNDARY LINE BEING THE NORTHERLY BOUNDARY LINE OF THE RAILROAD RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY; THENCE WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND, 41.25 FEET TO THE MOST WESTERLY CORNER OF SAID 14 ACRE PARCEL OF LAND; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 14 ACRE PARCEL OF LAND THE FOLLOWING TWO COURSES, NAMELY: NORTH 35° 00' 00" EAST 688.93 FEET AND NORTH 25° 30' 00" EAST 325.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 011-181-01 and 011-181-02

LEGAL DESCRIPTION

Real property in the City of Santa Cruz, County of Santa Cruz, State of California, described as follows:

PARCEL ONE:

BEING A PORTION OF PARCEL 1 OF THE LANDS CONVEYED TO SANTA CRUZ LAND TITLE COMPANY BY DEED RECORDED IN [VOLUME 1600, PAGE 287](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 49.51 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18 T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN [VOLUME 32 OF MAPS AT PAGE 43](#), SANTA CRUZ COUNTY RECORDS; THENCE NORTH 88° 20' 39" WEST 375.82 FEET; THENCE NORTH 38° 41' 18" EAST 96.16 FEET; THENCE SOUTH 88° 20' 39" EAST 350.14 FEET; THENCE SOUTH 24° 25' 48" WEST 83.24 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEING A PORTION OF PARCEL 2 OF THE LANDS CONVEYED TO SANTA CRUZ LAND TITLE COMPANY BY DEED RECORDED IN [VOLUME 1600, PAGE 287](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THE RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN [VOLUME 32 OF MAPS AT PAGE 43](#), SANTA CRUZ RECORDS; THENCE SOUTH 36° 19' 25" WEST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED ABOVE FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 37.83 FEET; THENCE NORTH 88° 20' 39" WEST 393.05 FEET; THENCE NORTH 38° 41' 18" EAST 96.16 FEET; THENCE SOUTH 88° 20' 39" EAST 375.82 FEET; THENCE SOUTH 24° 25' 43" WEST 49.51 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A PORTION OF THE LANDS CONVEYED TO SANTA CRUZ LAND TITLE COMPANY BY DEED RECORDED IN [VOLUME 1475, PAGE 270](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 36° 19' 25" WEST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 37.83 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE

CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN [VOLUME 32 OF MAPS AT PAGE 43](#), SANTA CRUZ COUNTY RECORDS; THENCE SOUTH 36° 19' 25" WEST 634.38 FEET; THENCE NORTH 89° 49' 35" WEST 298.87 FEET; THENCE NORTH 28° 37' EAST 81.78 FEET; THENCE NORTH 12° EAST 131.00 FEET; THENCE NORTH 24° 31' 01" EAST 135.21 FEET; THENCE NORTH 38° 41' 18" EAST 254.56 FEET; THENCE SOUTH 88° 20' 39" EAST 393.05 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEING A PORTION OF THE LANDS CONVEYED TO ANTHONY A. LIPPI, ET UX, BY DEED RECORDED IN [VOLUME 1714, PAGE 596](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 132.75 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ" FILED IN [VOLUME 32 OF MAPS AT PAGE 43](#), SANTA CRUZ COUNTY RECORDS; THENCE NORTH 88° 20' 39" WEST 350.14 FEET; THENCE NORTH 38° 41' 18" EAST 102.34 FEET; THENCE SOUTH 88° 20' 30" EAST 322.59 FEET; THENCE SOUTH 24° 25' 43" WEST 88.60 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

BEING A PORTION OF THE LANDS CONVEYED TO SANTA CRUZ LAND TITLE COMPANY, BY DEED RECORDED IN [VOLUME 1724, PAGE 19](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARING BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 221.35 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN [VOLUME 32 OF MAPS AT PAGE 43](#), SANTA CRUZ COUNTY RECORDS; THENCE NORTH 88° 20' 30" WEST 322.59 FEET; THENCE NORTH 49° 44' 25" EAST 197.04 FEET; THENCE NORTH 26° 00' 44" EAST 363.85 FEET; THENCE NORTH 12° 51' 51" EAST 172.71 FEET; THENCE NORTH 7° WEST 150.00 FEET; THENCE NORTH 81° 52' 26" EAST 225.00 FEET; THENCE SOUTH 46° 53' 29" EAST 133.56 FEET; THENCE SOUTH 24° 25' 43" WEST 792.39 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

BEING A PORTION OF THE LANDS CONVEYED TO J.D. BARNES, ET UX, BY DEED RECORDED IN [VOLUME 1812, PAGE 444](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARING BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC.

1961) 1013.74 FEET AND NORTH 46° 53' 29" WEST 133.56 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ" FILED IN VOLUME [32 OF MAPS AT PAGE 43](#), SANTA CRUZ COUNTY RECORDS; THENCE SOUTH 81° 52' 26" WEST 225.00 FEET; THENCE NORTH 36° 24' 44" WEST 69.48 FEET; THENCE NORTH 81° 52' 26" EAST 208.88 FEET; THENCE SOUTH 46° 53' 29" EAST 78.43 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

BEING A PORTION OF THE LANDS CONVEYED TO SANTA CRUZ CONGREGATION OF JEHOVAH'S WITNESSES, BY DEED RECORDED IN [VOLUME 1176, PAGE 516](#), OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 1013.74 FEET AND NORTH 46° 53' 29" WEST 211.99 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN VOLUME [32 OF MAPS AT PAGE 43](#), SANTA CRUZ COUNTY RECORDS; THENCE SOUTH 81° 52' 26" WEST 208.88 FEET; THENCE NORTH 36° 24' 44" WEST 128.78 FEET; THENCE NORTH 81° 52' 26" EAST 178.84 FEET; THENCE SOUTH 46° 53' 29" EAST 145.44 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

BEING A PART OF LOT E, AS THE SAME IS SHOWN ON THE MAP ENTITLED, "MAP OF THE SUBDIVISION OF THE LANDS OF JOSEPH FRANCIS", FILED JANUARY 19, 1892 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CRUZ, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEERS ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 1013.74 FEET AND NORTH 46° 53' 29" WEST 357.43 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S., R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN VOLUME [32 AT PAGE 43](#), SANTA CRUZ COUNTY OFFICIAL RECORDS; THENCE SOUTH 81° 52' 26" WEST 178.84 FEET; THENCE NORTH 30° 00' 00" EAST 143.18 FEET; THENCE SOUTH 46° 53' 29" EAST 144.46 FEET TO THE POINT OF BEGINNING.

PARCEL NINE:

BEGINNING AT A POINT WHICH BEARS NORTH 24° 25' 43" EAST (SAID BEARINGS BEING ROTATED 1° 47' 49" CLOCKWISE FROM THE COUNTY PLAT MENTIONED BELOW FOR THE PURPOSES OF THIS DESCRIPTION TO CONFORM TO THE BASIS OF BEARINGS USED BY THE UNITED STATES CORPS OF ENGINEER ON THEIR DRAWING NO. 83-55-1 DATED 15 DEC. 1961) 1013.74 FEET FROM THE COMMON POINT WHERE THE EASTERLY BOUNDARY OF SECTION 18, T. 11 S. R. 1 W. INTERSECTS THE ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF SANTA CRUZ SHOWN ON THAT RECORD OF SURVEY MAP OF PART OF "EAST BOUNDARY OF CITY OF SANTA CRUZ", FILED IN [VOLUME 32 AT PAGE 43](#), SANTA CRUZ COUNTY OFFICIAL

RECORDS; THENCE NORTH 46° 53' 29" WEST 501.89 FEET, THENCE NORTH 35° 33' 12" EAST 120.25 FEET; THENCE SOUTH 52° 00' 00" EAST 220.00 FEET; THENCE NORTH 87° 30' EAST 60.00 FEET; THENCE NORTH NORTH 30° 00' 00" EAST 255.00 FEET; THENCE NORTH 14° 30' EAST 70.00 FEET; THENCE NORTH 10° 20' EAST 110.00 FEET; THENCE NORTH 36° 56' 48" EAST 376.68 FEET; THENCE SOUTH 41° 59' 28" EAST 28.86 FEET; THENCE SOUTH 27° 41' 53" EAST 183.57 FEET; THENCE SOUTH 22° 39' 23" EAST 182.47 FEET; THENCE SOUTH 15° 20' 29" EAST 177.30 FEET; THENCE SOUTH 22° 40' 04" WEST 31.64 FEET; THENCE SOUTH 50° 40' 04" WEST 184.80 FEET; THENCE SOUTH 2° 55' 04" WEST 58.15 FEET; THENCE SOUTH 54° 08' 43" WEST 483.32 FEET TO THE POINT OF BEGINNING.

APN: 011-181-03

EXHIBIT B

PERMANENT EASEMENT AREA

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary the following courses:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 56" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeastery to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence along said boundary
15. N 30° 37' 21" W, a distance of 48.88 feet, to an angle point on the Southerly boundary ; thence along the Southerly, Easterly, Northerly and Westerly boundaries
16. N 84° 52' 39" E, a distance of 24.85 feet, to an angle point; thence
17. N 05° 07' 21" W, a distance of 55.00 feet, to an angle point; thence
18. S 84° 52' 39" W, a distance of 134.18 feet, to an angle point at the Northwest corner of said parcel, designated Point "A" for reference; thence
19. S 30° 37' 21" E, a distance of 4.74 feet, to an angle point; thence leaving said boundary
20. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
21. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
22. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
23. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
24. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
25. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point, (Point "B" at 217.16 feet) thence
26. S 86° 14' 54" W, a distance of 78.36 feet, to an angle point; thence

27. S 05° 13' 10" E, a distance of 48.39 feet, to an angle point at the Northwesterly corner of said Parcel B of the lands of U.S.A.; thence along the Northerly boundary of said lands
28. S 88° 40' 40" E, a distance of 67.92 feet, to an angle point at the Northeast corner of said land; thence along the Easterly boundary of said land
29. S 04° 33' 44" E, a distance of 1.50 feet, to the Point of Beginning.

Contains 37,657 sq. ft., a little more or less

A.P.N. 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in February, 2021.



April 9, 2021

4431 PE SCPD to CITY

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT AREAS

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, County of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and

BEING portions of Parcels 61, 62, 65, 6, and 48 as described in said Grant Deed, and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary and continuing along the Southerly line of the Permanent Easement, Santa Cruz Port District to the City of Santa Cruz, the following courses:

S C PORT TCE ONE:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 53" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeasterly to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence leaving the Southerly boundary of said Permanent Easement and continuing along said Easterly boundary
15. S 30° 37' 21" E, a distance of 31.59 feet, to an angle point; thence leaving said Easterly boundary and continuing

16. S 80° 04' 08" W, a distance of 147.06 feet, to an angle point; thence
17. S 88° 45' 09" W, a distance of 68.69 feet, to an angle point; thence
18. N 88° 59' 41" W, a distance of 155.03 feet, to an angle point; thence
19. S 85° 38' 06" W, a distance of 65.64 feet, to an angle point; thence
20. S 05° 20' 31" W, a distance of 36.35 feet, to an angle point; thence
21. S 85° 09' 16" W, a distance of 122.28 feet, to an angle point; thence
22. N 04° 18' 57" W, a distance of 107.97 feet, to an angle point; thence
23. N 86° 05' 38" W, a distance of 16.00 feet, to an angle point on the Westerly boundary of said lands of the United States of America; thence along said Easterly boundary
24. N 04° 33' 44" W, a distance of 30.33 feet: to the Point of Beginning

Contains 48,431 sq. ft., a little more or less

A.P.N. 010-262-70 (Portion) and 010-311-08 (Portion)

S C PORT TCE TWO:

BEGINNING at the Northwest corner of said Parcel 48 as described in the Grant Deed recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County, designated as POINT "A" in the description of the Permanent Easement grant to the City of Santa Cruz; thence along the Westerly boundary of said Parcel 48

1. S 30° 37' 21" E, a distance of 4.74 feet to an angle point; thence leaving said Westerly boundary and continuing along the Northerly boundary of said Permanent Easement
2. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
3. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
4. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
5. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point hereinafter designated as Point "B"; thence leaving said Northerly boundary of said Permanent Easement and continuing
8. N 86° 14' 54" E, a distance of 44.69 feet, to an angle point; thence
9. N 26° 56' 40" W, a distance of 4.94 feet, to an angle point; thence
10. N 89° 18' 20" E, a distance of 107.62 feet, to a point hereinafter designated as Point "C"; thence
11. N 01° 49' 01" E, a distance of 53.64 feet, to an angle point; thence
12. S 86° 44' 22" E, a distance of 7.93 feet, to an angle point; thence
13. N 02° 37' 36" E, a distance of 24.33 feet, to an angle point; thence
14. S 87° 01' 30" E, a distance of 10.41 feet, to an angle point; thence
15. N 04° 27' 46" E, a distance of 18.87 feet, to an angle point; thence
16. S 87° 42' 26" E, a distance of 16.22 feet, to an angle point; thence
17. S 01° 50' 15" W, a distance of 94.70 feet, to an angle point; thence
18. N 89° 18' 20" E, a distance of 150.77 feet, to an angle point; thence
19. S 70° 42' 25" E, a distance of 83.50 feet, to the Point of Beginning.

Contains 7,650 sq. ft., a little more or less

A.P.N. 011-181-02 (Portion) and 011-181-03 (Portion)

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in March, 2021.

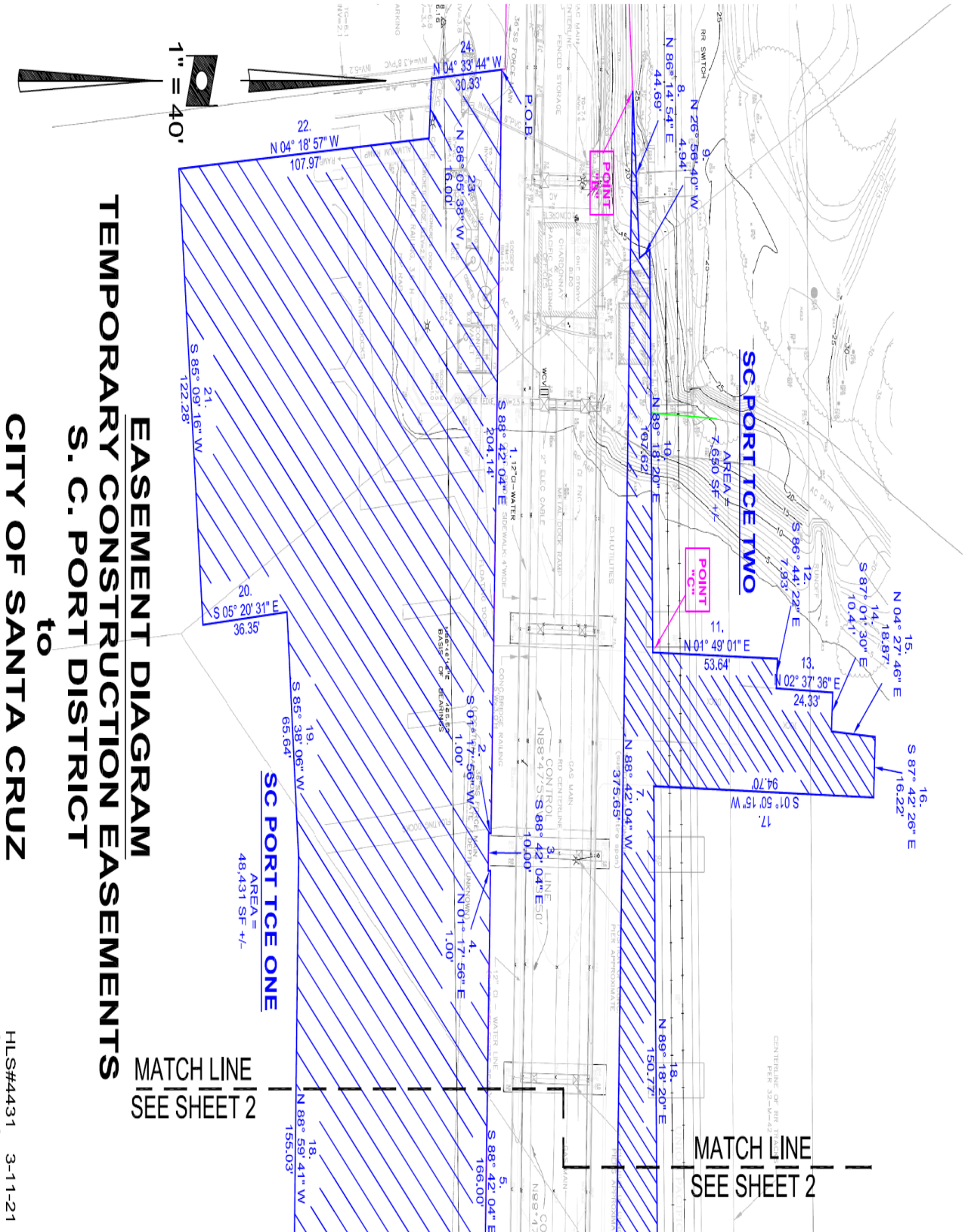


April 9, 2021

4431 TCE SCPD to CITY

EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENTS AREAS MAP



EASEMENT DIAGRAM
TEMPORARY CONSTRUCTION EASEMENTS
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ

MATCH LINE
SEE SHEET 2

MATCH LINE
SEE SHEET 2

HLS#4431 3-11-21
SHEET 1 OF 2

SEE SHEET 2
MATCH LINE

SEE SHEET 2
MATCH LINE

SC PORT TCE TWO

AREA =
7,650 SF +/-

SC PORT TCE ONE

AREA =
48,431 SF +/-

EASEMENT DIAGRAM
TEMPORARY CONSTRUCTION EASEMENTS
S. C. PORT DISTRICT

to
CITY OF SANTA CRUZ

HLS#4431 3-11-21
SHEET 2 OF 2

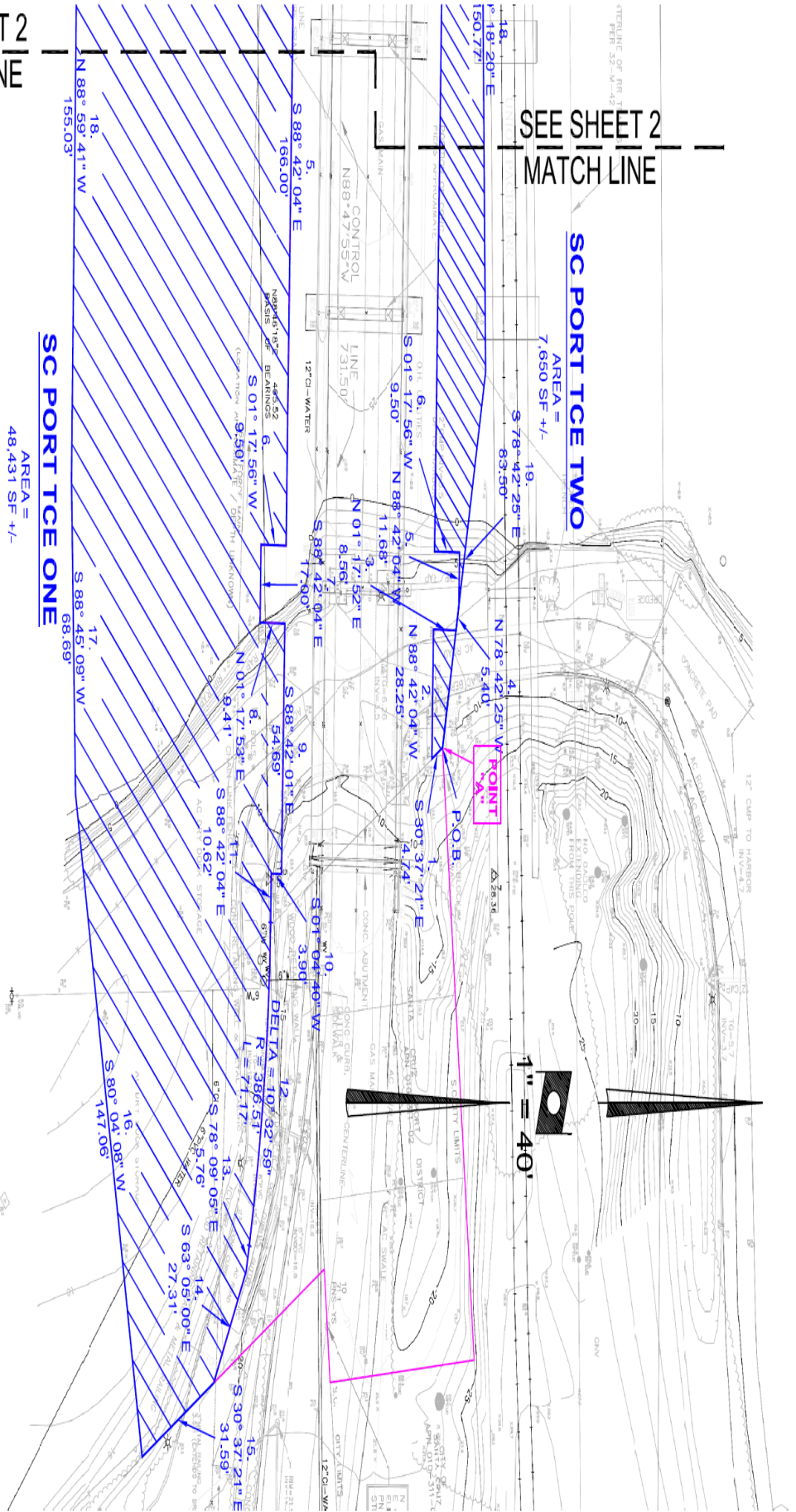


EXHIBIT F

Recording Requested by:
First American Title Company
Escrow NCS-138073-SC

WHEN RECORDED RETURN TO:

Department of Public Works
City of Santa Cruz
809 Center Street
Santa Cruz, CA 95060

THIS SPACE FOR RECORDER'S USE ONLY

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §27383

PERMANENT EASEMENT DEED

APN 010-262-70 (Portion)
APN 010-311-08 (Portion)
APN 010-311-02

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

Documentary transfer tax is _____ \$0 _____ (County) _____ \$0 _____ (City)

Computed on the full value of the property conveyed, computed on the full value less value of liens or encumbrances remaining at the time of sale or transfer.

There is no Documentary transfer tax due. (Government agency acquiring title -- R&T §11922)

Unincorporated area: _____ City of: Santa Cruz

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA CRUZ PORT DISTRICT, a municipal corporation (“Grantor”), does hereby grant to the CITY OF SANTA CRUZ, a municipal corporation (“Grantee”), a permanent, non-exclusive easement for the purposes set forth herein over, on, under, and across all that certain real property in the City of Santa Cruz, County of Santa Cruz, State of California, commonly known as approximately 37,657± square feet of APNs 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02, and more particularly described in **Exhibit A** and depicted in **Exhibit B** (the “Permanent Easement Area”), which exhibits are attached hereto and made a part hereof.

Grantor grants to Grantee an easement (the “Permanent Easement”) upon the Permanent Easement Area for a public use for bridge improvement purposes in furtherance of the City’s Murray Street Bridge Seismic Retrofit and Barrier Replacement Project (“Project”). More specifically, Grantor grants Grantee the Permanent Easement for the construction and maintenance of Murray Street, the Murray Street Bridge, minor footing expansions, and structural or treatment control best management practices within the Permanent Easement Area (“Project BMPs”) including biofiltration basins, a silt and grease trap, storm drain inlets, overflow drainage structures and rock slope protection at the outlets to the Harbor. The Project shall be constructed, repaired and maintained by Grantee in conformance with all federal, state and local laws, orders, rules, regulations, ordinances, requirements, permits, and administrative and judicial determinations applicable thereto (“Laws”) and generally accepted design and construction standards. Grantee assumes full responsibility for all Project-related improvements within or upon the Permanent Easement Area, including, without limitation, the responsibility to inspect, maintain and repair the same in good and operable condition. Grantee shall perform all inspections, maintenance, repairs, and replacements to the Permanent Easement Area necessary to allow for and ensure its proper and safe use. Grantee, at its sole cost and expense, agrees to comply with all Laws applicable to the Project, Grantee’s use and possession of the Permanent Easement Area, and Grantee’s exercise of its Permanent Easement rights,

including without limitation all Laws that relate to public health and safety or the protection of the environment.

Grantee shall defend (with counsel satisfactory to Grantor), indemnify, and hold harmless Grantor and its respective officers, agents, employees, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, suits, damages, liens, injury, losses, liability, costs and expenses (including attorneys' fees) (collectively, "Losses") for personal injury, property damage or otherwise arising from or related to Grantee's use of the Permanent Easement Area or exercise of the rights granted in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Grantee further agrees that it will permit no mechanics', materialmen's or other liens to stand against the Permanent Easement Area for work or materials furnished to Grantee or its agents, employees or contractors in connection with the Project, and Grantee agrees to indemnify, defend and hold Grantor and the Permanent Easement Area harmless from same. City shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to any and all affected facilities, improvements, equipment and appurtenances within the Permanent Easement Area to the extent caused by any act or omission of the City, its employees, agents or contractors.

The Permanent Easement shall be subject to all existing easements and other matters of record on or affecting the Permanent Easement Area. Grantee shall ensure that Grantee's use of the Permanent Easement Area does not interfere with the rights of any third parties in and to the Permanent Easement Area.

Grantor shall not place or build any structures in the Permanent Easement Area that unreasonably interfere with Grantee's exercise of the Permanent Easement or make any modifications, improvements, or otherwise unreasonably interfere with Grantee's exercise of the Permanent Easement. All construction, maintenance, repairs, replacements and other activities performed by Grantee shall be performed in such a manner so as to reasonably minimize any material interference with Grantor's use and enjoyment of the Permanent Easement Area.

Grantor and other occupants of the Permanent Easement Area shall have the right to use the Permanent Easement Area in any manner that does not materially interfere with or disrupt the rights of Grantee under this Agreement. Grantor's rights include, without limitation, the right to grant additional rights-of-way, licenses, easements, and the like within the Permanent Easement Area and the right to authorize its contractors, cooperators, agents, or permittees to use the Permanent Easement Area at the same time that the Grantee is using it, as long as none of those other uses set forth above will materially interfere with the City's use of the Permanent Easement Area under this Permanent Easement.

The Permanent Easement shall exist in perpetuity and run with the land. This grant of the Permanent Easement shall be binding upon and shall inure to the benefit of and bind the successors and assigns of the respective parties hereto; provided, however, Grantee may not assign its rights under this Permanent Easement without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

[Continued on next page]

This instrument may only be modified by a duly executed and acknowledged written instrument that is recorded in the Official Records of Santa Cruz County, California.

Dated _____

GRANTOR

THE SANTA CRUZ PORT DISTRICT, a municipal corporation

By: _____
Holland MacLaurie
Port Director

GRANTEE

CITY OF SANTA CRUZ, a municipal corporation

By: Matt Huffaker, City Manager

APPROVED AS TO FORM

Anthony P. Condotti, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A
PERMANENT EASEMENT AREA

SANTA CRUZ PORT

DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary the following courses:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 56" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeasterly to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence along said boundary
15. N 30° 37' 21" W, a distance of 48.88 feet, to an angle point on the Southerly boundary ; thence along the Southerly, Easterly, Northerly and Westerly boundaries
16. N 84° 52' 39" E, a distance of 24.85 feet, to an angle point; thence
17. N 05° 07' 21" W, a distance of 55.00 feet, to an angle point; thence
18. S 84° 52' 39" W, a distance of 134.18 feet, to an angle point at the Northwest corner of said parcel, designated Point "A" for reference; thence
19. S 30° 37' 21" E, a distance of 4.74 feet, to an angle point; thence leaving said boundary
20. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
21. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
22. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
23. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
24. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence

25. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point, (Point "B" at 217.16 feet) thence
26. S 86° 14' 54" W, a distance of 78.36 feet, to an angle point; thence
27. S 05° 13' 10" E, a distance of 48.39 feet, to an angle point at the Northwesterly corner of said Parcel B of the lands of U.S.A.; thence along the Northerly boundary of said lands
28. S 88° 40' 40" E, a distance of 67.92 feet, to an angle point at the Northeast corner of said land; thence along the Easterly boundary of said land
29. S 04° 33' 44" E, a distance of 1.50 feet, to the Point of Beginning.

Contains 37,657 sq. ft., a little more or less

A.P.N. 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in February, 2021.



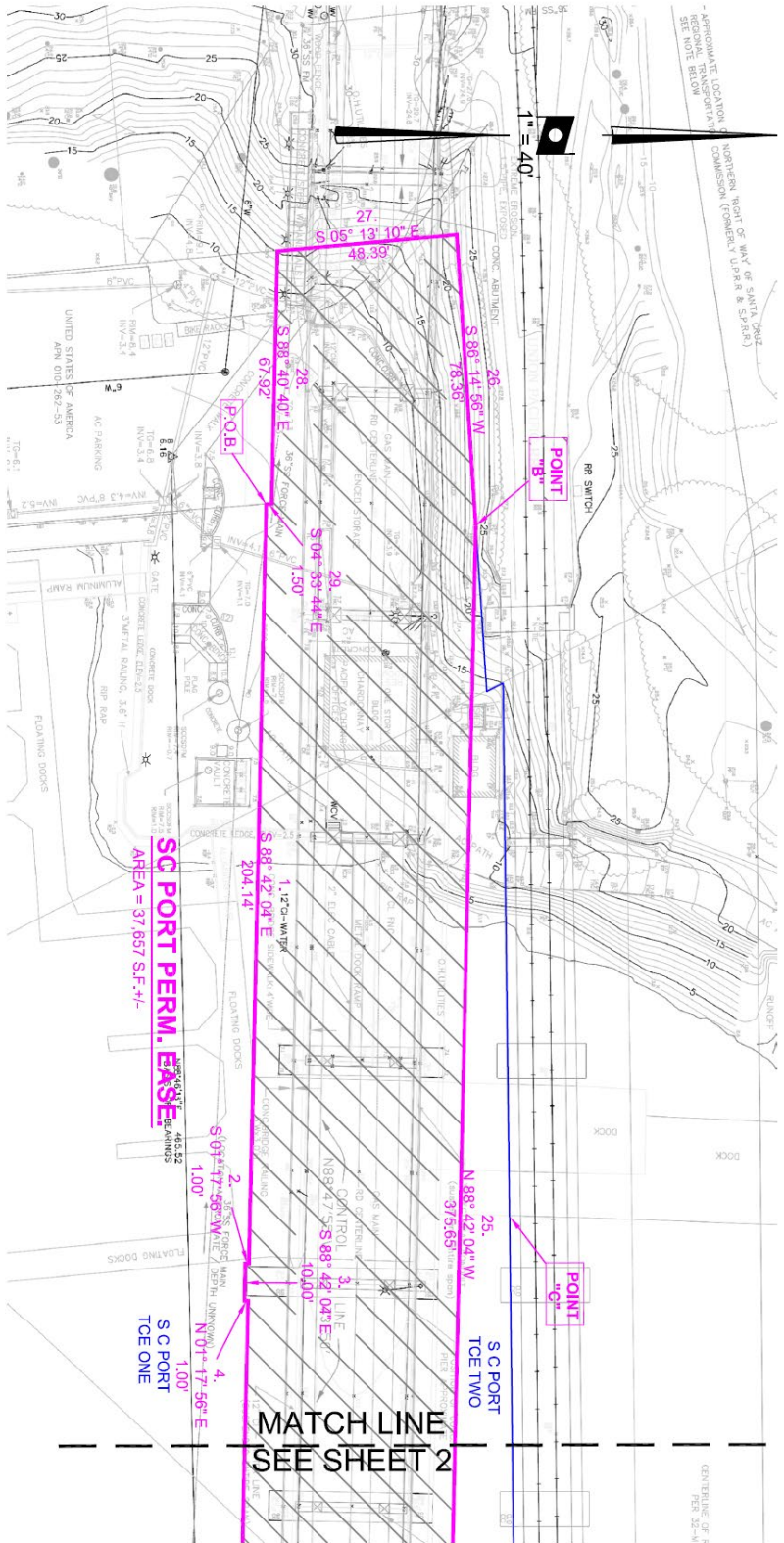
April 9, 2021

4431 PE SCPD to CITY

EXHIBIT B

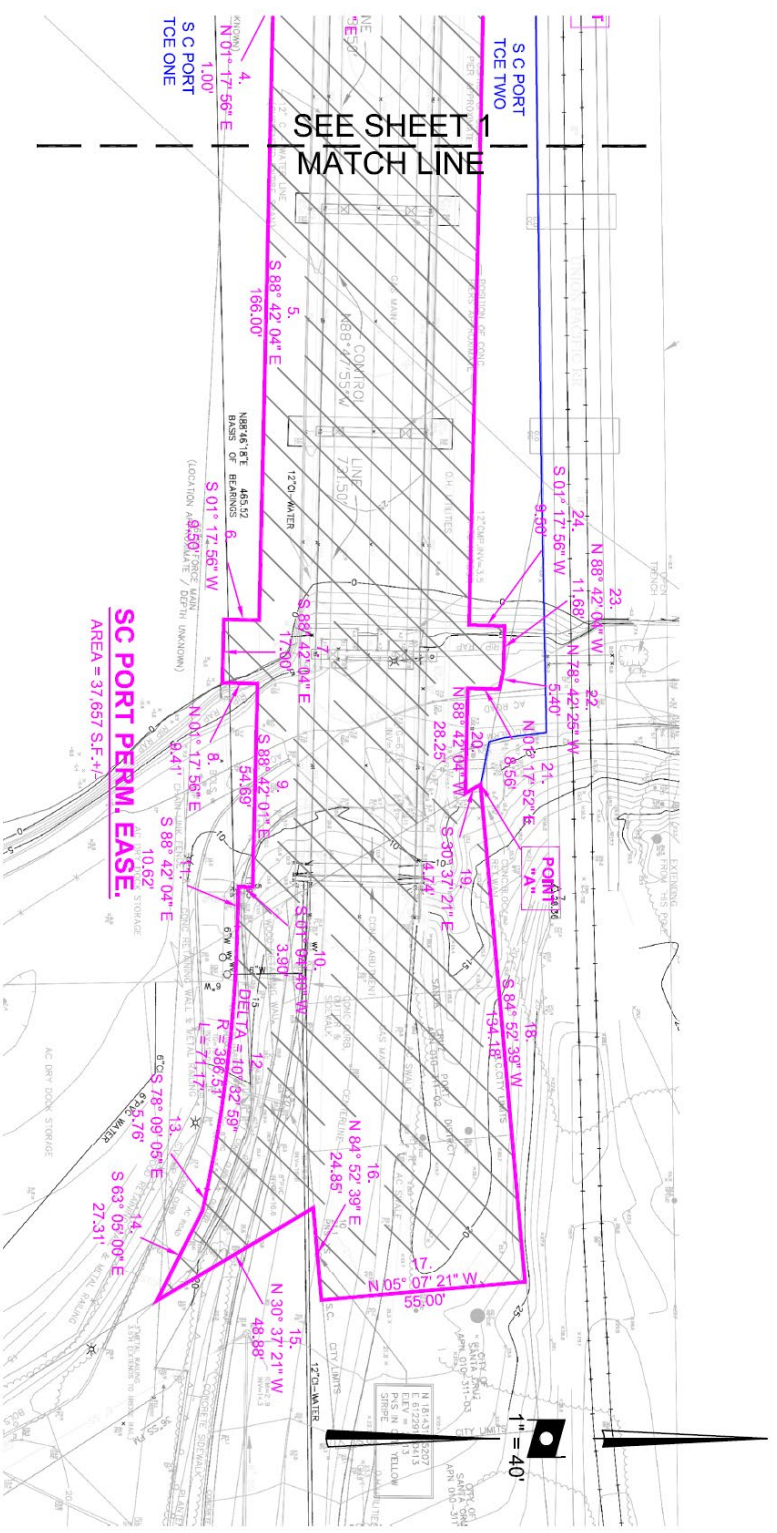
**EASEMENT DIAGRAM
PERMANENT EASEMENT
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ**

HLS#4431 3-11-21
SHEET 1 OF 2



EASEMENT DIAGRAM
PERMANENT EASEMENT
S. C. PORT DISTRICT
 to
CITY OF SANTA CRUZ

HL#S#4431 3-11-21
 SHEET 2 OF 2



CERTIFICATE OF ACCEPTANCE
PURSUANT TO GOVERNMENT CODE § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the easement agreement dated _____, 2024, from the SANTA CRUZ PORT DISTRICT, a California Municipal Corporation (the “Grantor”), to the City of Santa Cruz, a California Municipal Corporation (the “Grantee”), is hereby accepted by order of the undersigned officer on behalf of the City Council of the City of Santa Cruz pursuant to the authority conferred by Resolution NS-7013 of the City Council of the City of Santa Cruz adopted on January 8, 1963, in Volume 1516, Page 392 of Official Records; and the Grantee consents to recordation thereof by its duly authorized officer, the City Clerk of the City of Santa Cruz.

Dated: _____, 2024

CITY OF SANTA CRUZ
A California Municipal Corporation

By: _____
Matt Huffaker, City Manager

ATTEST:

Bonnie Bush, City Clerk

APNS: 010-262-70 (portion), 010-311-08 (portion), 010-311-02

EXHIBIT G

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA CRUZ
AND THE SANTA CRUZ PORT DISTRICT
REGARDING INTER-AGENCY COOPERATION DURING THE
CONSTRUCTION OF THE
MURRAY STREET BRIDGE SEISMIC RETROFIT/BARRIER REPLACEMENT
PROJECT
(Federal Project Number STPLX-5025(048))**

This Memorandum of Understanding (MOU) is made and entered into in August 10, 2021, between the City of Santa Cruz (City), a municipal corporation, and the Santa Cruz Port District (Port), a public corporation. City and Port are referred to individually as “Party”, or collectively, as the “Parties.” The MOU outlines the mutual interests of the Parties and their respective responsibilities related to the Murray Street Bridge Seismic Retrofit/Barrier Replacement Project (Project).

BACKGROUND

Murray Street Bridge (Caltrans Bridge Number 36C0108) is currently identified in the Caltrans Bridge Inventory as requiring a mandatory seismic retrofit, as it is not in compliance with current seismic design codes. This is the last bridge within the City identified as such and is scheduled for a seismic retrofit under the Federal Highway Bridge Program (HBP) and State Local Bridge Seismic Retrofit Account (LBSRA). As part of the Project, the non-standard bridge barriers will be replaced with current Caltrans Standard Plan barriers or railings. Proper clearances to the new bridge barriers will be provided, increasing the safety of the many bicyclists that use the structure. The existing sidewalk on the south side of the bridge will be reconstructed as part of the new barrier/railing. Additionally, a Sanitary Sewer Force Main (SSFM) owned by the County of Santa Cruz Sanitation District will be constructed along the north side of the bridge after which the existing SSFM beneath the harbor will be abandoned.

The Project has progressed to the point where final design and right of way clearance are being addressed. For the City to certify the right of way document (a necessary step towards construction), the City must show that there is a plan to mitigate impacts. For this Project, the right of way process is unusually complicated because there are businesses, tenants and marine infrastructure that must be relocated temporarily during construction. The Port is the lessor for all the impacted entities, and as such the City and the Port agree to coordinate the effort to clear the right of way.

The Port has much more extensive experience with dock construction than does the City, having completed dock reconstructions of facilities impacted by the tsunami of 2011, as well as the

Aldo's seawall replacement, and thus the Port is much better positioned to provide facilities for temporarily relocating watercraft and facilities out of the areas to be used for the construction of the Project and undertake the construction necessary to reconstruct docks which will be subject to a Temporary Construction Easement (TCE) between the Parties. Similarly, the Port is in a better position to manage the relocation of said watercraft and facilities.

ROLES AND RESPONSIBILITIES OF THE PARTIES

The City and the Port have negotiated this MOU in order to work jointly during the Project. The Port has agreed to undertake certain construction necessary to clear the right of way, specifically construction of temporary dock(s) and reconstruction of permanent dock facilities meeting current design standards and codes. City will, however, be responsible for obtaining any permits necessary for this work.

Some aspects of the Project will be undertaken by the Port prior to construction of the Project, some will be undertaken during the main phase of construction, and some after Project construction is completed.

Once the Port has initiated the necessary construction to clear the right of way, the Port will invoice the City, which will, in turn, invoice the State for the authorized amount of reimbursement. Invoicing may occur on a monthly basis.

The Parties agree that the Port shall be entitled to compensation due to the disruption of the Port's normal business as described herein as a result of the Project. This compensation is subject to Caltrans approval. The parties intend this to include costs that are reimbursable pursuant to State and Federal guidelines, including the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as found in 49 CFR Part 24, including but not limited to reimbursement of watercraft relocation costs, loss of parking and boat slip revenue, construction costs for temporary docks, storage facilities, dock reconstruction costs, management and administrative costs. The Port shall also be compensated for the use of Port property during construction of the Project pursuant to Temporary Construction Easements, and also for Permanent Easements. The valuation of these easements will be based upon appraisals and the compensation to the Port shall be negotiated in good faith by the Parties under terms specified in separate agreement(s), as appropriate.

The Parties' respective duties are as follows:

City:

- Overall management of the Project, including: obtaining all permits and other approvals as necessary, coordination with the State for authorizations to proceed with various

phases of work as outlined in the State of California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM); selection of and contracting with the general contractor; construction oversight of the Project.

- Management and construction of the various right of way elements identified as the City's responsibility in the "work by" column of Exhibit A, "Port Facility Table," attached hereto.
- Conduct community outreach and provide at least 90 days prior written notice to businesses, individuals, occupants at the Harbor, and community members potentially impacted by the Project before the start of construction.
- Create process and assist Port with the relocation of boat slip occupants by designating relocation agent and provide prior notice and coordinate with the Port.
- Work with individuals, businesses, and the Port to secure temporary accommodation for individuals and businesses impacted by the Project, as specified in Exhibit A.
- Administer the Caltrans claim process for individuals and businesses related to relocation related to Project, including intaking Caltrans reimbursement claim forms submitted by individuals, businesses, and the Port for reimbursement of allowable costs under applicable State and Federal guidelines and submitting to Caltrans.
- Processing and payment of invoices generated by the Port for reimbursable expenses as defined in this MOU.
- Subsequent submission of invoices to the State in the format proscribed in the LAPM.
- Preparation of close out documentation at the conclusion of the Project.
- Maintain the Murray Street Bridge and Permanent Easement areas during the term of the Project.

Port:

- Management, design and construction of the various right of way elements identified as the Port's responsibility in the "work by" column of Exhibit A, "Port Facility Table."
- Solicitation and selection of, contracting with and management of engineers, a construction contractor and any required subcontractors for said elements.
- Physical relocation of watercraft, appurtenances, and certain facilities within the Port.
- Patrol and other harbor management activities, including but not limited to construction administration services by licensed engineers for construction of temporary docks and reconstruction of permanent dock facilities as required during construction.
- Submission of invoices to the City for allowed reimbursable expenses as defined in this MOU.

ALLOWED REIMBURSABLE EXPENSES

The Port will be compensated for costs associated with the various right of way elements identified as the Port's responsibility in the "work by" column of Exhibit A, Port Facility Table.

Exhibit A is for reference only and is subject to change based on the mutual agreement of the Parties.

NOTE: The Parties agree that the cost of these elements as depicted in the Port Facility Table are estimates only, are given for budgetary purposes, and shall not limit the Port's right to reimbursement for actual costs in any way.

The Parties intend for the Port to be reimbursed by Caltrans for 100% of actual costs related to its work associated with the Project. The Parties understand that they will be reimbursed for allowable costs under State and Federal Guidelines and that the City will provide relocation assistance in accordance with the Uniform Relocation Act. The City will be responsible for processing all relocation claims submitted by the Port and other parties. Unless otherwise agreed to by the Parties, the Port will submit invoices to the City on a monthly basis until completion of the Port's work with documentation supporting the costs as requested by the City. The City shall then submit these invoices to Caltrans for reimbursement and any undisputed invoices shall be paid by the City to the Port within 90 days.

RELOCATION EXPENSES

At this time, the Parties intend for Exhibit B, "Preliminary Boat Relocation Plan, dated October 7, 2020", to indicate all necessary relocations. The Parties understand that this Plan is subject to change.

INDEMNIFICATION

A. For the purpose of indemnification, each Party shall be responsible for the acts or omissions of its respective officials, officers, employees, and agents relating to this MOU.

B. Each Party ("Indemnitor") to this MOU agrees to defend, indemnify, and hold harmless the other Party to this MOU, and the other Party's respective officials, officers, employees, and agents ("Indemnitees") from any and all claims, demands, damages, and liability of any kind or nature, including attorneys' fees and costs, which any Indemnitee may sustain or incur, but only in proportion to and to the extent that any such liability imposed on the other Party is proximately due to the negligent acts or omissions of the Indemnitor's officials, officers, employees and/or agents relating to the Indemnitor's obligations under this MOU.

C. Each Party shall require all consultants, contractors and subcontractors performing work relating to the Project to defend, indemnify, and hold harmless the City, the Port, and their respective officials, officers, employees and agents, from and against any claims, demands and liability arising from such work to the fullest extent allowed by applicable law.

D. Each Party shall require all consultants, contractors and subcontractors performing work relating to the Project to carry adequate insurance, and to name the City, the Port and their respective officials, officers, employees and agents as additional insureds on the commercial liability insurance policy and automobile liability policy, Each Party reserves its rights to set insurance policy limits on its respective construction contracts related to the Project.

E. Each Party shall provide the other with verification of satisfaction of the insurance and indemnity requirements by providing the other Party with copies of the construction contracts, insurance certificates and endorsements from its respective contractors and subcontractors, as applicable.

F. Each Party shall require payment and performance bonds for all contracts for construction related to the Project of over \$25,000 in accordance with applicable law, regulations and/ or funding conditions. All payment and performance bonds and any warranties required for the construction of the Project shall name the City and Port as co-obligees.

EASEMENTS - ADDITIONAL COMPENSATION

The Port will be compensated as defined in future negotiated compensation agreements as mutually agreed to by the Parties for Temporary Construction Easements for the following Real Properties:

- APN 010-262-70 (portion)
- APN 010-311-02
- APN 010-311-08 (portion)
- APN 011-181-02 (portion)
- APN 011-181-03 (portion)

The City recognizes that the Port controls parking within the United States Coast Guard (USCG) owned parcel, APN 010-262-53. The City is working with the USCG to obtain the Project's Temporary Construction Easement for this parcel. The parties intend for the Port's parking revenue loss request reimbursement claims to include losses related to this parcel, subject to Caltrans' approval.

The Port will be compensated as defined in future negotiated compensation agreements, as mutually agreed to by the Parties, for Permanent Easements for the following Real Properties:

- APN 010-262-70 (portion)
- APN 010-311-02
- APN 010-311-08 (portion)

The draft legal descriptions for the draft Permanent and Temporary Construction Easements are included in the Exhibits to this MOU for reference only. The Permanent and Temporary Construction Easements may also be subject to change based on the mutual agreement of the Parties.

DURATION, MODIFICATION, AND TERMINATION OF MOU

Unless modified or terminated, the terms of this MOU represent the intention of the Parties to cooperate and act in good faith to implement the Project, and shall remain in effect until the final completion and acceptance of the Project respectively by the City, Port, and Caltrans, as applicable. This MOU may be modified or terminated with at least 10 days prior notice to either Party upon the mutual agreement of the Parties.

MISCELLANEOUS

1. No Agency. It is understood that each of the Parties operate independently from one another and cannot enter into agreements or contracts as agents of the other. It is expressly understood and agreed that none of the Parties are in any way or for any purpose an agent of each other related to the Project.
2. No Assignment. No party to this MOU can assign any portion of this MOU without the other Parties' prior written consent, unless otherwise stated herein.
3. No Third-Party Rights. This MOU is not intended, and shall not be construed, to create any right, benefit, or enforceable law, substantive or procedural, for any third party against any parties to this MOU, the State of California, the United States, or the officers, employees, agents, or other associated personnel thereof.
4. Contract Interpretation. This MOU is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any Party based upon attribution of drafting to any Party.
5. Governing Law. This MOU shall be governed, construed, and enforced in accordance with the laws of the State of California.
6. Severability. The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid or illegal.
7. Warranty of Authority. The undersigned Parties state that they represent and have the authority to execute this MOU on behalf of their respective agencies.
8. Counterparts. The Parties may execute this MOU in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a Party's signature shall be accepted and valid as an original.

By their signatures below, the Parties herein acknowledge that they have read the terms of this MOU, understand the terms thereof and are fully agreed thereto, and are authorized to execute this MOU on their respective entity's behalf, as of the effective date written above.

Santa Cruz Port District

City of Santa Cruz

Marian Olin

Marian Olin
Port Director

Martín Bernal
City Manager

Approved as to Form

Approved as to Form

Barbara H. Choi

District Counsel

City Attorney

Exhibits:

- A- Port Facility Table
- B- Port Relocation Table
- C- Plats and Draft Legal Descriptions for Draft Permanent and Temporary Construction Easements

By their signatures below, the Parties herein acknowledge that they have read the terms of this MOU, understand the terms thereof and are fully agreed thereto, and are authorized to execute this MOU on their respective entity's behalf, as of the effective date written above.

Santa Cruz Port District

City of Santa Cruz



Marian Olin
Port Director

Martin Bernal
City Manager

Approved as to Form

Approved as to Form



District Counsel

City Attorney

Exhibits:

- A- Port Facility Table
- B- Port Relocation Table
- C- Plats and Draft Legal Descriptions for Draft Permanent and Temporary Construction Easements

Last Up-date: 6/7/2021

Ref. #	Owner	Address	Contact	Description	Action	Work By	Cost Reference	Removal Cost		Storage/Temp Use Cost		Replacement Cost		Work Type
								Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
17	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Port District Office (135 Fifth Avenue)	L= 500', W=12' = 6000 SQFT Patrol officer 26 wks. X 40 hrs/wk. @ \$ 66/hr. Flagging - Channel patrol 26 wks. X 40 hrs./wk. @ \$ 78 /hr.	Port Port	#10 (Port Facilities Cost Estimate)	Item #10a	N/A	\$66	\$68,640	N/A	\$42,000	Construction
								Item #10b		\$78	\$81,120	N/A	\$68,640	Right of Way
											TOTAL	\$149,760		
18	Port District	135 Fifth Ave Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Navigation Lights	Maintain lights	City Contractor	City's Bid Estimate (164)	N/A	\$5,000	N/A	\$20,000	\$90,000	\$90,000	Construction
											TOTAL	\$115,000		
19	RTC		Mr. Luis Mendez	Flagging -RTC Bridge	Flagging might be required @ \$50.00 per hour for 320 hours. Supplemental Items	City Contractor	City's Bid Estimate (166) Supp. Item			\$18,400	\$18,400	N/A	N/A	Construction
											TOTAL	\$18,400		
20	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Concrete Stairway	Remove and replace	City Contractor	City's Bid Estimate (122)				\$31,050			Construction
											TOTAL	\$31,050		
21	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Timber Retaining Wall	Remove Timber Wall (150LF) Construct new Concrete Retaining Wall (17 and 18)	City Contractor	City's Bid Estimate (46) and RW item (83)		\$10,350				\$123,430	Construction
											TOTAL	\$133,780		
22	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Men's and Women's Restrooms	Rent temporary restrooms- Assumes 24 months - 1 toilet is \$129/10 day duration, which is \$387/month	Port	Port Contractor - was City's Bid Estimate (124)	Supplemental Item		\$387	\$9,288	N/A	N/A	Right of Way
											TOTAL	\$9,288		
23	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Restore West Harbor	Reset and reconstruct port facilities including benches, bollards, chain link fence, curbs, landscaping, etc.	City Contractor	City's Bid Estimate (167) Supplemental Item							Construction
											TOTAL	\$57,500		
24	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	Port Engineering Consultant	Engineering Consultant hired to design the items described above designated by Port Contractor	Port	Port Scope of Work for Transystems #11 (Port Facilities Cost Estimate)	Item #11						Right of Way
											TOTAL	\$200,000		
25	Business Rowing Club UCSC			Temporary Sheds	Separate Right of Way Agreement with Business Owners to move materials from sheds to temporary sheds and then back again. Assume \$2,500 each move or \$5000 per business	Business Owners (2)	Right of Way Agreement							Right of Way
												\$10,000		

*Tenants of Port District-owned buildings may also be impacted -- contacts listed are tenants.

BACKUP INFO FOR COST

- Port Facilities Cost Estimate 02/28/21
- Justification Memo
- Engineer's Estimate
- Business Moving Expense
- Port Cost(not project)

Breakdown Total

	\$5,144,551	
	\$667,376	**Note the Justification Memo also had costs included for Dock FF Gangway Construction
	\$679,592	
	\$10,000	
	\$68,640	
	<u>\$6,570,159</u>	

	\$6,570,159
10% CONTINGENCIES	\$657,016
TOTAL COSTS	\$7,227,174

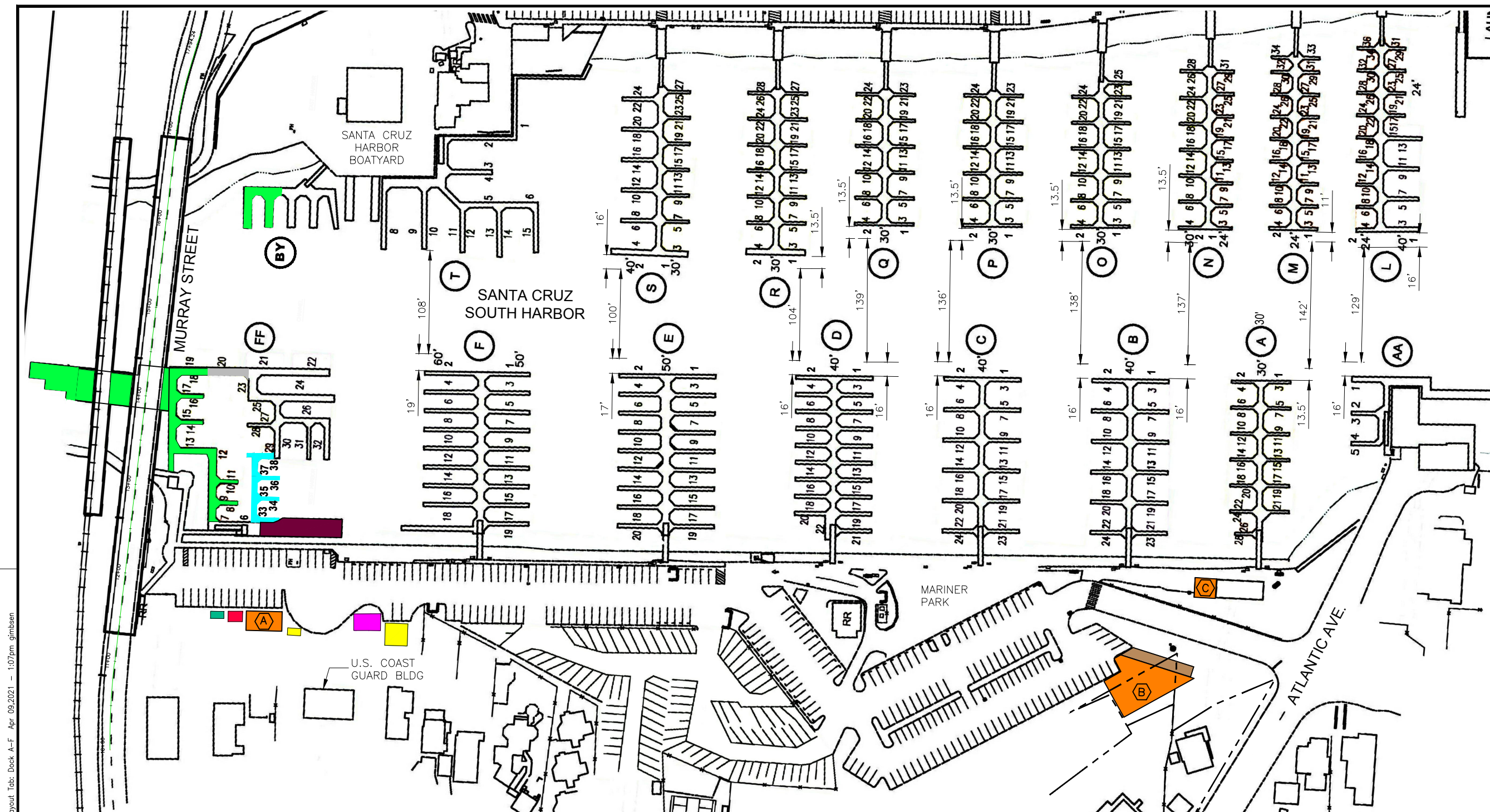
Summary for Funding		
	W/O Cont.	W/Cont.
ROW *	\$5,899,855	\$6,489,841
Construction	\$670,304	\$737,334
Total	\$6,570,159	\$7,227,174

SUMMARY OF COSTS BY CATEGORY

		Ref #s
1. Land Value	see File 460	
2. Cost-to-Cure	\$4,803,182	11, 12, 13, 14, 24
3. Construction	\$535,467	1, 6, 15, 16, 17B, 18-21, 23
Subtotal Appraisal		
4. Relocation	\$1,162,870	2- 5, 7-10, 22, 25
5. Non-reimbursable	\$68,640	17A - include in Contractor safety plan
TOTAL	\$6,570,159	
Check = 0?	\$0	

* excludes items 66-69, 97

CON excludes 51, 66, 67



TEMPORARY BERTH RELOCATION TABLE		
EXISTING DOCK & BERTH LOCATION	TENTATIVE TEMPORARY RELOCATED DOCK & BERTH LOCATION	OWNER
FF 6	FF 37	U.C.S.C.
FF 7	FF 33	U.C.S.C.
FF 8	FF 34	U.C.S.C.
FF 9	FF 35	U.C.S.C.
FF 10	FF 36	U.C.S.C.
FF 11	FF 38	PRIVATE
FF 12	VISITOR	PRIVATE
FF 13	VISITOR	PACIFIC YACHTING
FF 14	VISITOR	PACIFIC YACHTING
FF 15	VISITOR	PRIVATE
FF 16	VISITOR	PACIFIC YACHTING
FF 17	VISITOR	PACIFIC YACHTING
FF 18	VISITOR	PRIVATE
FF 19	VISITOR	PRIVATE
FF 20	VISITOR	PACIFIC YACHTING
FF 23	VISITOR	PRIVATE
FF 25	VISITOR	PACIFIC YACHTING
FF 27	VISITOR	PRIVATE
FF 28	VISITOR	PRIVATE
FF 29	VISITOR	PRIVATE
FF 30	VISITOR	PACIFIC YACHTING
FF	(A)	S.C. ROWING CLUB
FF	(B)	S.C. ROWING CLUB
FF	(C)	S.C. ROWING CLUB

LEGEND:

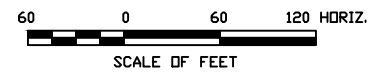
- REMOVE PORTION INITIALLY TO ALLOW ACCESS
- TEMPORARY WASTE OIL SHED
- SANITARY SEWER PUMP STATION ACCESS
- U.C.S.C SAILING SCHOOL BOAT STORAGE
- BERTH NUMBER **17**
- DOCK LETTER DESIGNATION **(F)**
- TEMPORARY DOCK EXTENSION
- DOCK TO BE REMOVED AND RECONSTRUCTED
- TEMPORARY CHARDONNAY/PACIFIC YACHTING BUILDING & STORAGE SHED
- TEMPORARY U.C.S.C STORAGE/SHOP
- TEMPORARY STORAGE AREA FOR U.C.S.C. KAYAKS & OARS
- TEMPORARY STORAGE AREA (WITH LETTER DESIGNATION) FOR ROWING CLUB SCULLS, KAYAKS & OAR HOUSE

ORDER OF DOCK WORK:

1. TEMPORARILY RELOCATE BOATS FROM DOCK FF TO VISITOR BERTHS. SEE NOTE 1.
2. CONSTRUCT TEMPORARY DOCK FF EXTENSION.
3. REMOVE PORTION OF DOCK FF.
4. REMOVE PORTION OF DOCK BY.
5. CONSTRUCT BRIDGE.
6. RECONSTRUCT DOCK BY TO EXISTING CONDITION.
7. RECONSTRUCT DOCK FF TO EXISTING CONDITION.
8. RELOCATE BOATS BACK TO DOCK FF.

NOTES:

1. BOATS FROM DOCK FF THAT WILL BE DISPLACED DURING CONSTRUCTION WILL BE ASSIGNED TEMPORARY BERTH RELOCATION ASSIGNMENTS WITHIN THE HARBOR FROM THE SANTA CRUZ PORT DISTRICT PRIOR TO CONSTRUCTION.



REGISTERED ENGINEER - CIVIL

PREPARED FOR THE
CITY OF SANTA CRUZ
 PUBLIC WORKS DEPARTMENT

DESIGN	BY G. ARMSTRONG	CHECKED M. IMBRIANI
DETAILS	BY G. ARMSTRONG	CHECKED M. IMBRIANI
QUANTITIES	BY	CHECKED
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0	1 2 3

MARK IMBRIANI
 PROJECT MANAGER

BRIDGE NO.	36C0108
CONTRACT NO.	
EA NO.	

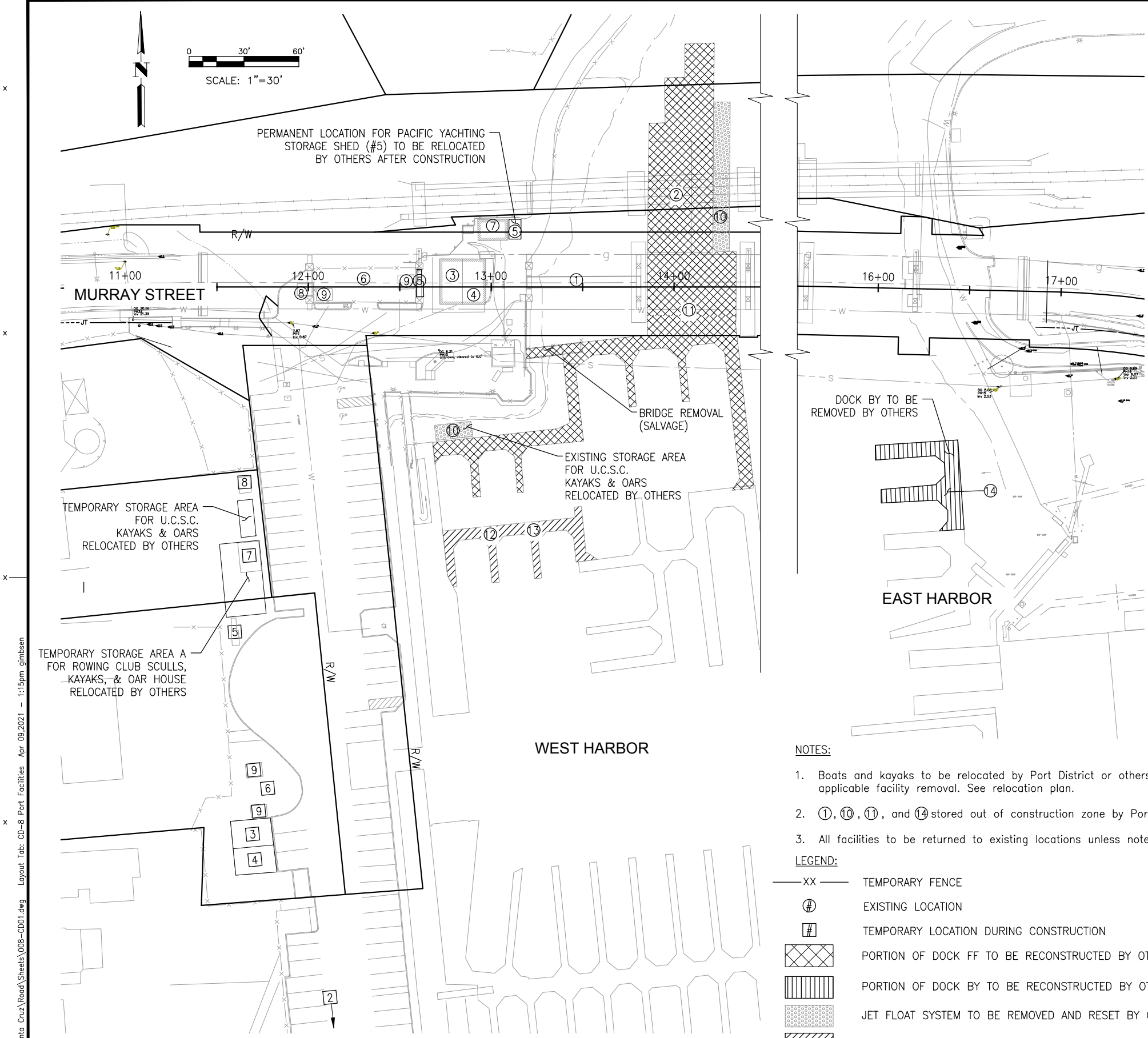
MURRAY STREET BRIDGE
SEISMIC RETROFIT AND BARRIER REPLACEMENT
RELOCATION PLAN

DISREGARD PRINTS BEARING EARLIER REVISION DATES

1/29/13	2/7/13	2/26/13	2/28/13	3/7/13	3/18/13	3/26/13	4/7/13	5/23/13	9/16/13	3/7/14	3/28/14	4/09/14
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SCALE	1"=60'
SHEET	11 OF X
VAULT NO.	XXXXXX

Drawing name: H:\1161 - Santa Cruz\Road\Exhibits\Dock Extensions Plan C.dwg
 Layout Tab: Dock A-F Apr 09, 2021 1:07pm gmbisen



- NOTES:**
- Boats and kayaks to be relocated by Port District or others before applicable facility removal. See relocation plan.
 - ①, ⑩, ⑪, and ⑭ stored out of construction zone by Port District.
 - All facilities to be returned to existing locations unless noted.

- LEGEND:**
- XX— TEMPORARY FENCE
 - Ⓢ EXISTING LOCATION
 - # TEMPORARY LOCATION DURING CONSTRUCTION
 - [Cross-hatched] PORTION OF DOCK FF TO BE RECONSTRUCTED BY OTHERS
 - [Vertical lines] PORTION OF DOCK BY TO BE RECONSTRUCTED BY OTHERS
 - [Dotted] JET FLOAT SYSTEM TO BE REMOVED AND RESET BY OTHERS
 - [Diagonal lines] DOCK FF AND GANGWAY TO BE CONSTRUCTED AND REMOVED BY OTHERS

Item	Description (Owner)	Action	Work By	Work Type
1	Pedestrian Bridge (SCPD)	Existing Pedestrian Bridge to be removed permanently between Bent 4 & 5.	Contractor	Construction
2	Kayak/Rowing Storage Unit (SCPD)	Relocate 60 Kayaks/Sculls to Temporary Storage Locations A, B and C..	Others	Right of Way
3	Chardonay	Provide Temporary Building including Utility Connections and Protect Existing Building in Place.	Contractor	Construction
4	Pacific Yachting	Provide Temporary Building including Utility Connections and Protect Existing Building in Place.	Contractor	Construction
5	Pacific Yachting Storage Shed (Beneath Span 3)	Relocate into Temporary Location and Relocate to New Permanent location after Construction.	Contractor	Construction
6	UCSC Storage Space (Beneath Span 2)	Remove Fencing for Temporary Storage Area (Fenced Yard) and Reconstruct after Construction.	Contractor	Construction
7	Santa Cruz Rowing Club Oar House	Relocate into Temporary Location and Relocate to Original location after Construction.	Contractor	Construction
8	Temporary Waste Oil Shed (SCPD)	Relocate into Temporary Location and Relocate to Original location after Construction.	Contractor	Construction
9	UCSC Storage Buildings/Shop	Relocate into Temporary Location and Relocate to Original location after Construction.	Contractor	Construction
10	Jet Float Remove/Storage/Replace (SCPD)	Remove Jet Float out of Construction Zone, store it, and reset it after construction.	Others	Right of Way
11	Dock - FF (SCPD)	Remove portion of Dock F-F.	Others	Construction
12	Dock FF - Gangway Construction (SCPD)	Construct temporary new West Harbor Guest Dock.	Others	Construction
13	Dock FF - Gangway Demolition (SCPD)	Demolition of Dock, after Bridge Construction is Complete.	Others	Right of Way
14	Dock BY - Salvage (SCPD)	Salvage, store, and reconstruct after construction, two northern most slips from Dock BY.	Others	Right of Way

**95% SUBMITTAL
NOT FOR CONSTRUCTION**

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

REGISTRED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. _____
 Exp. _____
 TRC Engineers or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

PREPARED FOR THE
CITY OF SANTA CRUZ
 PUBLIC WORKS DEPARTMENT

DESIGN	BY G. ARMSTRONG	CHECKED J. CONKLIN
DETAILS	BY A. BEDAL	CHECKED J. CONKLIN
QUANTITIES	BY	CHECKED
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0	1 2 3

TRC
 MARK IMBRIANI
 PROJECT MANAGER

BRIDGE NO. 36C0108
CONTRACT NO.
EA NO.

**MURRAY STREET BRIDGE
 SEISMIC RETROFIT AND BARRIER REPLACEMENT
 CONSTRUCTION DETAILS - PORT FACILITIES**

REVISION DATES (PRELIMINARY STAGE ONLY)

7/24/15	3/7/21	3/28/21	4/09/21
---------	--------	---------	---------

DISREGARD PRINTS BEARING EARLIER REVISION DATES

SCALE 1"=10'
SHEET 15 OF X
Vault No. XXXXXXX

Drawing name: H:\1161 - Santa Cruz\Road\Sheets\008-CD01.dwg Layout Tab: CD-8 Port Facilities Apr. 09, 2021 - 1:15pm gimbein

CITY OF SANTA CRUZ
CERTIFICATE OF OCCUPANCY AND RECEIPT
OF RELOCATION INFORMATION
RW 10-25 (REV 3/1996)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

5 Santa Cruz _____
Dist Co

_____ _____
Parcel No. Federal Project No.

To Relocation Advisor:

- I have received the City's Relocation Information Brochure and Information Letter. Number of Occupants _____
- I will file my claim for any benefits due me in accordance with the instructions as set forth in the Brochure. No person displaced
- I certify that the following information is true to the best of my knowledge. I (We) first occupied the property (to be) acquired by the City on: _____

Occupant's Name: boater

Signature
Owner/Tenant _____

Address: Port of Santa Cruz
135 5th Avenue, FF Dock
Santa Cruz, CA 95060

Date _____

I have personally verified the above occupancy and I certify possession of:

Date of City's first offer to acquire this property.

Bedroom(s) _____

Living room _____

Non residential.

Dining room _____

Den _____

No personal property to be moved.

Kitchen _____

Service porch _____

Personal property only; furniture owned by
 Tenant Owner.

Garage _____

Other _____

Total room count _____

Right of Way Agent

CERTIFICATION CONCERNING LEGAL RESIDENCY IN THE UNITED STATES

RW 10-44 (NEW 2/2001)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

[Please read instructions below before completing this form.]

File Ref:

RESIDENTIAL DISPLACED

- a. Individual. I certify that I am (check one): a citizen of the United States ____; an alien lawfully present in the United States ____.
- b. Family. I certify that there are ____ persons in my household and that ____ are citizens of the United States, and ____ are aliens lawfully present in the United States.

NON-RESIDENTIAL DISPLACED

- c. Sole Proprietorship. I certify that I am (check one):
I am a citizen of the United States ____; I am alien lawfully present in the United States ____; I am a non-U.S. citizen not present in the United States ____.

The sole proprietor of ____ (name of business) is a citizen of the United States ____; is an alien lawfully present in the United States ____; a non-U.S. citizen not present in the United States ____.
- d. Partnership. I certify there are ____ partners in the partnership and that ____ are citizens of the United States, ____ are aliens lawfully present in the United States, and ____ are non-U.S. citizens not present in the United States
- e. Corporation. I certify that ____ (name of corporation) is established pursuant to State law and is authorized to conduct business in the United States.

I certify under penalty of perjury that the information provided above is correct.

Certification by: _____ Date: _____
On behalf of (if applicable): _____

Instructions:

1. Please address only the category (individual, family, corporation, etc.) that describes your occupancy status.
2. For items "b" and "d" above, please fill in the correct number of persons.
3. The certification for a non-residential displacee may be signed by an owner or other person authorized to sign on that person's behalf.
4. Your signature on this (or the claim) form constitutes certification.
5. If the residency status of any person in the household or partner in the partnership is not described in these paragraphs, a reduction in the relocation payment(s) for which the displaced entity would otherwise be eligible may be indicated.
6. You may be required to refund relocation payments you have received if the above certification is determined to be invalid.

CITY OF SANTA CRUZ
NOTICE OF ELIGIBILITY . PERSONAL PROPERTY ONLY
10 EX-46 (REV 5/2012)

Date	File Reference APN
------	--------------------

boater
add
Santa Cruz, CA

Dear boater:

On (date), the City Of Santa Cruz made an offer to purchase the property identified as APN ***, located at 135 5th Avenue, Santa Cruz. It has been determined that you occupied a slip at FF Dock at the time of the offer and you may be the owner of certain personal property at the parcel to be acquired. As the owner of that personal property, you are entitled to certain relocation benefits under the City's Relocation Assistance Program. These benefits are outlined below.

1. **RELOCATION ADVISORY ASSISTANCE:** The City will help you find a new place to relocate your personal property and assist you in making arrangements to move your personal property from the property being required.
2. **MOVING AND RELATED EXPENSES:** You may be reimbursed the cost to relocate your personal property based on actual reasonable moving and related costs and reestablishment expenses as the City determines to be reasonable and necessary. The following moving expenses may be considered by the City:
 - a. Transportation of personal property limited to 50 miles or less. Distances beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified.
 - b. Packing, crating, unpacking, and uncrating of the personal property.
 - c. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated personal property.
 - d. Storage of the personal property not to **exceed 30 months**, unless the City determines that a longer period is necessary.
 - e. Insurance for the replacement value of the personal property in connection with the move and necessary storage.
 - f. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of your own, your agent, or your employee) where insurance covering such loss, theft, or damage is not reasonable available.
 - g. Other moving related expenses as the City determines to be reasonable and necessary.
 - h. Based on the provision of "low value/high bulk," the Department may determine that the cost of moving the property would be disproportionate to its value, in which case the move payment shall not exceed the amount which would be received if the property were sold at the site.

CAUTION: In order to qualify for reimbursement of the above-described expenses, you **MUST:**

- a. Provide the City with a updated list of the personal property to be moved at least thirty (30) days in advance of the start of your move;
- b. Notify the City at least fifteen (15) days in advance of the date of the start of your move or disposition of your property;
- c. Permit the City to monitor the move and make reasonable and timely inspections of the personal property at both the displacement and replacement sites.
Failure to comply with any of the requirements may result in your losing part or all of your benefits.

You should also be aware that you are not entitled to payment, under the relocation regulations, for:

- The cost of moving any structure or other real property improvement in which you reserved ownership;
 - Interest on a loan to cover moving expenses;
 - Personal injury.
-

You may move either by commercial mover or take full responsibility for all or part of the move. If you elect a "self-move," the City must first obtain at least two (2) acceptable bids or estimates.

If you lease or rent from the City, failure to pay necessary rental payments to the City may reduce the relocation payment which you will receive.

Moving and related payments are not considered as income for the purposes of personal income tax laws. Furthermore, these payments are not considered income or resources to recipients of public assistance. Relocation payments are normally made within sixty (60) days of the date that your completed claim is received by the City.

You will be given at least 90 days written notice before you will be required to move the personal items from the property.

It is important that you understand the matters explained above which relate to your eligibility. If at any time you want assistance, please contact me by writing, telephoning, or visiting me at the address listed below.

The Uniform Act provides that a person may appeal to the head of the responsible City if the person believes that the City has failed to properly determine the person's eligibility or the amount of the payment authorized by the Uniform Act. You have the right to be represented by legal counsel at your own expense but their presence is not required. If you still believe a proper determination has not been made by the Relocation Appeals Board, you may seek judicial review. You may submit an appeal in writing to: City of Santa Cruz, **ADD** Street, Santa Cruz, California .

Displacees not lawfully present in the United States are ineligible for relocation payments and assistance. Certification of legal U.S. residency status must be on file with the City for all household members in order to receive benefits.

Bill Silver
Relocation Agent

BENDER ROSENTHAL INC.
4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841

707- 745-4147

ACKNOWLEDGMENT

I was personally contacted by the above agent for the City of Santa Cruz. I have had the services and entitlements available explained to me. I was further advised that the City of Santa Cruz Relocation Assistance Program is available to assist me if any questions arise or as assistance is needed. I have been given a copy of this form letter.

Date

Occupant

Date

Occupant

CITY OF SANTA CRUZ
90-DAY INFORMATION NOTICE - NONRESIDENTIAL OCCUPANT

WCS 10-19 (REV 11/2009)

DATE:	DIST 5	CO: Santa Cruz	MP	EXP AUTH
			RTE	PARCEL APN

boater
add
add

Dear boater:

The City of Santa Cruz (City) will soon require the property which you are occupying for construction of the Murray Street Bridge Retrofit Project. It will not be necessary for you to vacate immediately. You will have at least 60 days after you receive this notice before we will serve a formal "30-Day Specific Notice."

This letter is being given so you will have ample time to find a new place to move your personal property. If you need assistance in finding a replacement property, you may reach me at the telephone number or mailing address shown below.

It will be at least 60 days before you receive a Notice to Vacate the property. The notice will contain a specific date on which the City will require you to move from the property.

Relocation Agent

BENDER ROSENTHAL INC.
4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841
916-978-4900

ACKNOWLEDGMENT

I was personally contacted by the above Relocation Agent for the City of Santa Cruz. I have had the available services and entitlements explained to me. I have been advised that the City of Santa Cruz's Relocation Services Section will be available to assist me if any questions arise or assistance is needed. I have been given a copy of this form letter.

Date

Occupant

Date

Occupant

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

CITY OF SANTA CRUZ
CLAIM FOR RELOCATION ASSISTANCE - NONRESIDENTIAL
RW 10-30 (REV 9/2003)

DATE Month , 2016 DIST 5 CO: Santa Cruz MP ___ EXP AUTH _____

PERSONAL INFORMATION NOTICE

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ALL CLAIMS MUST BE FILED WITHIN 18 MONTHS AFTER:

- (a) For tenants, the date of displacement; or
- (b) For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.

DISPLACEE (sole proprietor, corporate officer, or all partners):	Date Vacated Displacement Property: _____ Date Occupied Replacement Property: _____ Final Date to file all Claims: _____
DISPLACEMENT PROPERTY ADDRESS: FF Dock, slip ** 135 5 th Avenue, Santa Cruz, CA 95060	REPLACEMENT PROPERTY ADDRESS: (TBD)

- A. Nonresidential Expenses (Supporting documentation attached)
- 1. Transportation of personalty (including packing, crating, unpacking and uncrating) \$ 475.00
 - 2. Dismantling, disconnecting, modification, reassembly and reinstallation \$ _____
 - 3. Utility and Service line reconnection (including telephone) \$ _____
 - 4. Modifications to personalty \$ _____
 - 5. Physical changes at the replacement property to accommodate the personalty \$ _____
 - 6. Storage for _____ months (requires preapproval) \$ _____
 - 7. Replacement Value insurance and/or damaged, lost or stolen property \$ _____
 - 8. Licenses, permits and certifications fees for the business operation \$ _____
 - 9. Professional services \$ _____
 - 10. Stationery: Relettering and reprinting existing stock \$ _____
 - 11. Loss of tangible personal property/substitute property \$ _____
 - 12. Cost to sell personal property not relocated \$ _____
 - 13. Purchase of substitute property \$ _____
 - 14. Search fees (\$2,500 maximum) \$ _____
 - 15. Self-Move (per attached Self-Move Agreement) \$ _____

- B. Nonresidential Reestablishment* Expenses (Maximum \$10,000 for Items B1 through B12)
(Supporting documentation attached)
- 1. Repairs or improvements required by law, code or ordinance \$ _____
 - 2. Modifications to accommodate the business operation. \$ _____
 - 3. Exterior signing to advertise the business. \$ _____
 - 4. Extending utilities from the right of way line to improvements \$ _____
 - 5. Redecoration or replacement of soiled or worn surfaces. \$ _____
 - 6. License, fees and permits not paid as moving expenses \$ _____
 - 7. Feasibility surveys, soil testing and marketing studies \$ _____
 - 8. Advertisement of replacement location. \$ _____
 - 9. Professional services for purchase/lease of replacement \$ _____
 - 10. Estimated increased costs of operation during the first two years at the replacement site for lease or rental charges. taxes, insurance, utility charges (excluding impact fees) \$ _____
 - 11. Impact fees or one-time assessments for anticipated heavy utility usage. \$ _____
 - 12. Other items considered essential for reestablishment: \$ _____

TOTAL CLAIM \$ 475.00

*Small Business, Farm, Nonprofit, or Non-Occupant Owner who leases space to another

CITY OF SANTA CRUZ
CLAIM FOR RELOCATION ASSISTANCE – NONRESIDENTIAL
RW 10-30 (REV 9/2003)

OR in lieu of A and B above (tax records verified by agent and returned to displacee)

In-Lieu Payment based on average annual net earnings for :

Tax Year _____ for \$ _____ and Tax Year _____ for \$ _____ . \$ N/A

I/WE CERTIFY that I/we have not submitted any other claim for, or received reimbursement or compensation for, any item of expense in this claim from the City of Santa Cruz, nor from any other public agency or private company, and that I/we will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I/we further certify that all information submitted herewith or included herein is true and correct. I/we understand that only lawful U.S. residents are entitled to claim relocation benefits. I/we understand that, in addition to the penalty provided by Penal Code Section 72, falsification of any item in this claim as submitted herewith may result in forfeiture of the entire claim.

DATE _____

SIGNATURE(S)

I CERTIFY that I examined this claim and substantial documentation and found it to conform to the applicable provisions of State and Federal law and the Code of Federal Regulations, Title 49, Part 24. This claim is approved for a moving payment of \$ 475.00 for eligible moving, moving related and reestablishment expenses (not to exceed \$10,000), or for an in-lieu payment of \$ N/A.

DATE _____

RAP SENIOR SIGNATURE

Your Rights Under Title VI of the Civil Rights Act of 1964

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."



**U.S. Department of Justice
Civil Rights Division
P.O. Box 66560
Washington, D.C. 20035-6560**

"Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination."
(President John F. Kennedy, in his message calling for the enactment of Title VI, 1963).

What is Title VI?

Title VI of the Civil Rights Act of 1964 is the Federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive Federal financial assistance.

What programs are covered by Title VI?

Approximately 30 Federal agencies provide

How can I file a discrimination complaint?

Each Federal agency that provides Federal financial assistance is responsible for investigating complaints of discrimination on the basis of race, color, or national origin in the use of its funds. If you believe that you or others protected by Title VI have been discriminated against, you may file a complaint with the Federal agency that provides funds for the program where you believe the discrimination is occurring.

A signed, written complaint should be filed with the appropriate Federal agency, generally within 180 days of the date of the alleged discrimination. It should describe:

- Your name, address, and telephone number. Your complaint must be signed. If you are filing on behalf of another person, include your name, address, telephone number, and your relation to that person (e.g., friend, attorney, parent, etc.)
- The name and address of the agency, institution, or department you believe discriminated against you.
- How, why, and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Include names of individuals whom you allege discriminated against you, if you know them.
- The names of any persons, if known, that the investigating agency could contact for additional information to support or clarify your allegations.

What will the Federal agency do with my complaint?

Once a complaint is filed, it will be reviewed by the agency to determine whether it has jurisdiction to investigate the issues you have raised. Each agency's procedures are

Federal financial assistance in the form of funds, training, and technical and other assistance to State and local governments, and non-profit and private organizations. These recipients of Federal assistance, in turn, operate programs and deliver benefits and services to individuals (known as "beneficiaries") to achieve the goals of the Federal legislation that authorizes the programs.

Federally assisted programs address such broad and diverse areas as:

- elementary, secondary, and higher education
- health care, social services, and public welfare
- public transportation
- parks and recreation
- natural resources and the environment
- employment and job training
- housing and community development
- law enforcement and the administration of justice
- agriculture and nutrition

What discrimination is prohibited by Title VI? There are many forms of illegal discrimination based on race, color, or national origin that can limit the opportunity of minorities to gain equal access to services and programs. Among other things, in operating a federally assisted program, a recipient cannot, on the basis of race, color, or national origin, either directly or through contractual means:

- Deny program services, aids, or benefits;
- Provide a different service, aid, or benefit, or provide them in a manner different than they are provided to others; or
- Segregate or separately treat individuals in any manner related to the receipt of any service, aid, or benefit.

different, but an agency generally will investigate your allegations and attempt to resolve violations it has found. If negotiations to correct a violation are unsuccessful, enforcement proceedings may be instituted.

What is the Department of Justice's Role?

The Department of Justice, under Executive Order 12250, coordinates the enforcement of Title VI and related statutes by all agencies that administer federally assisted programs.

If you cannot determine what Federal agency may have Title VI jurisdiction, or if you do not know where to send your complaint, you may send it to the Department of Justice. As the government-wide Title VI "clearinghouse," the Department of Justice will refer your complaint to the appropriate agency. The address is:

Coordination and Review Section NWB
Civil Rights Division
U.S. Department of Justice
Pennsylvania Ave NW
Washington, D.C. 20530
(202) 307-2222 (voice)
(202)307-2678 (TDD)

What if the recipient retaliates against me for asserting my rights or filing a complaint?

You should be aware that a recipient is prohibited from retaliating against you or any person because he or she opposed an unlawful policy or practice, or made charges, testified, or participated in any complaint action under Title VI. If you believe that you have been retaliated against, you should immediately contact the Federal agency with authority to investigate your complaint.

EXHIBIT __

PERMANENT EASEMENT

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary the following courses:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 56" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeastery to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence along said boundary
15. N 30° 37' 21" W, a distance of 48.88 feet, to an angle point on the Southerly boundary ; thence along the Southerly, Easterly, Northerly and Westerly boundaries
16. N 84° 52' 39" E, a distance of 24.85 feet, to an angle point; thence
17. N 05° 07' 21" W, a distance of 55.00 feet, to an angle point; thence
18. S 84° 52' 39" W, a distance of 134.18 feet, to an angle point at the Northwest corner of said parcel, designated Point "A" for reference; thence
19. S 30° 37' 21" E, a distance of 4.74 feet, to an angle point; thence leaving said boundary
20. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
21. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
22. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
23. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
24. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence

25. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point, (Point "B" at 217.16 feet) thence
26. S 86° 14' 54" W, a distance of 78.36 feet, to an angle point; thence
27. S 05° 13' 10" E, a distance of 48.39 feet, to an angle point at the Northwesterly corner of said Parcel B of the lands of U.S.A.; thence along the Northerly boundary of said lands
28. S 88° 40' 40" E, a distance of 67.92 feet, to an angle point at the Northeast corner of said land; thence along the Easterly boundary of said land
29. S 04° 33' 44" E, a distance of 1.50 feet, to the Point of Beginning.

Contains 37,657 sq. ft., a little more or less

A.P.N. 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02

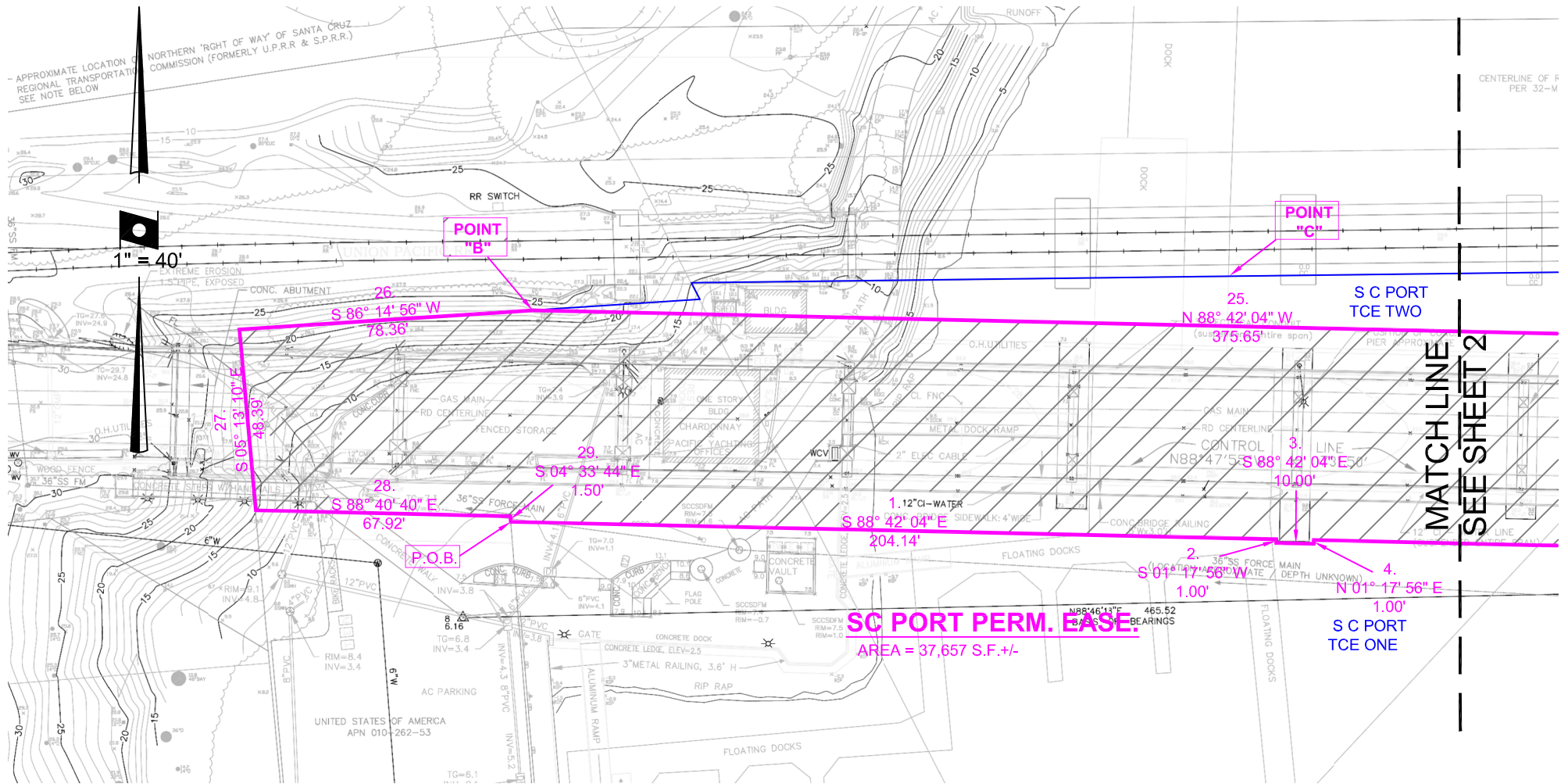
The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in February, 2021.

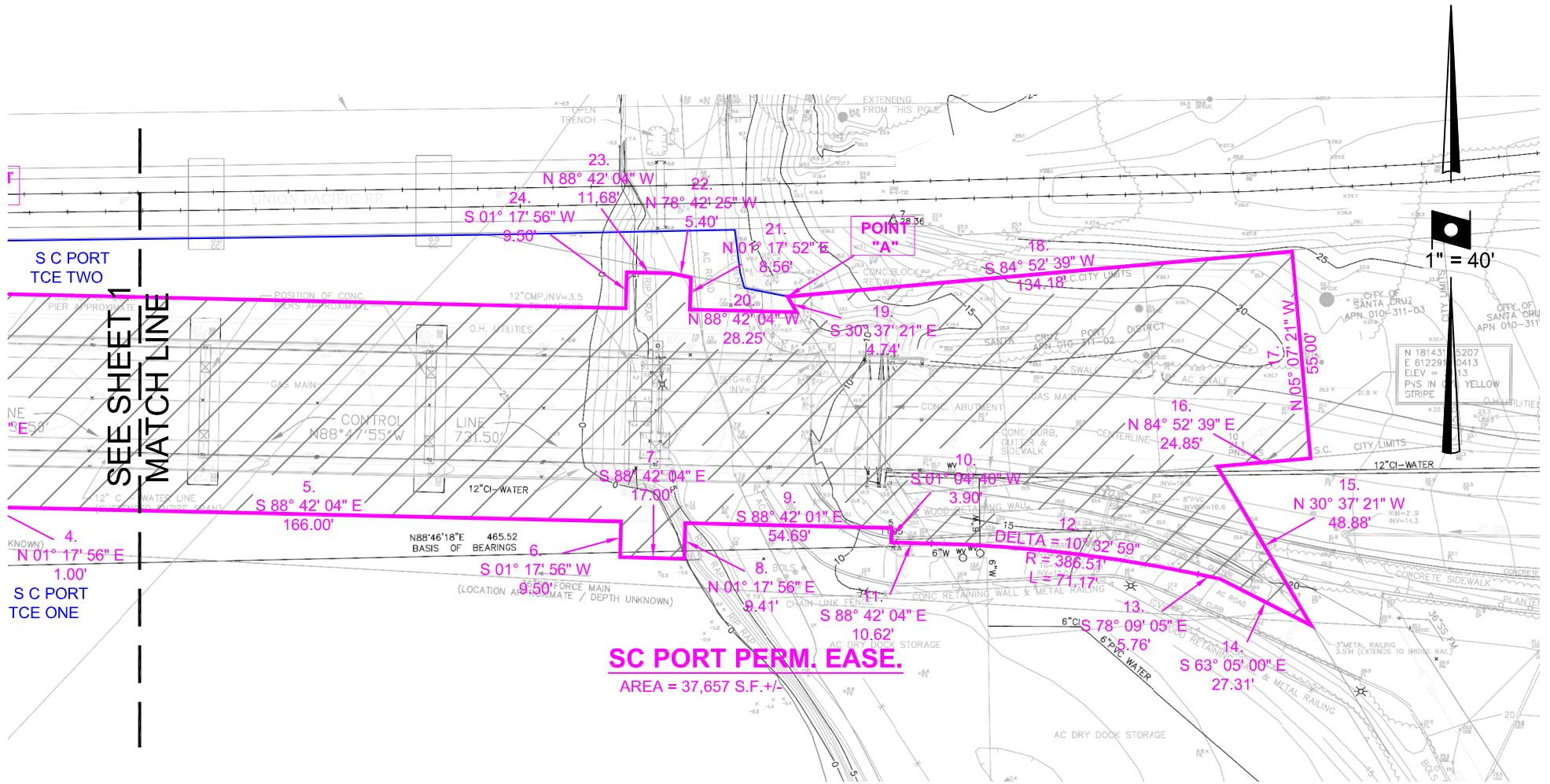


A handwritten signature in blue ink, appearing to read "Rob Dewitt".

April 9, 2021



**EASEMENT DIAGRAM
 PERMANENT EASEMENT
 S. C. PORT DISTRICT
 to
 CITY OF SANTA CRUZ**



**EASEMENT DIAGRAM
PERMANENT EASEMENT
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ**

EXHIBIT __

TEMPORARY CONSTRUCTION EASEMENTS

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, County of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and

BEING portions of Parcels 61, 62, 65, 6, and 48 as described in said Grant Deed, and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North $04^{\circ} 33' 44''$ West, 1.50 feet distant; thence leaving said Westerly boundary and continuing along the Southerly line of the Permanent Easement, Santa Cruz Port District to the City of Santa Cruz, the following courses:

S C PORT TCE ONE:

1. S $88^{\circ} 42' 04''$ E, a distance of 204.14 feet, to an angle point; thence
2. S $01^{\circ} 17' 56''$ W, a distance of 1.00 feet, to an angle point; thence
3. S $88^{\circ} 42' 04''$ E, a distance of 10.00 feet, to an angle point; thence
4. N $01^{\circ} 17' 56''$ E, a distance of 1.00 feet, to an angle point; thence
5. S $88^{\circ} 42' 04''$ E, a distance of 166.00 feet, to an angle point; thence
6. S $01^{\circ} 17' 56''$ W, a distance of 9.50 feet, to an angle point; thence
7. S $88^{\circ} 42' 04''$ E, a distance of 17.00 feet, to an angle point; thence
8. N $01^{\circ} 17' 53''$ E, a distance of 9.41 feet, to an angle point; thence
9. S $88^{\circ} 42' 01''$ E, a distance of 54.69 feet, to an angle point; thence
10. S $01^{\circ} 04' 40''$ W, a distance of 3.90 feet, to an angle point; thence
11. S $88^{\circ} 42' 04''$ E, a distance of 10.62 feet, to the beginning of a tangent curve Southeasterly to the right
12. Of radius 386.51 feet, through a central angle of $10^{\circ} 32' 59''$, for an arc length of 71.17 feet, thence
13. S $78^{\circ} 09' 05''$ E, a distance of 5.76 feet, to an angle point; thence
14. S $63^{\circ} 05' 00''$ E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence leaving the Southerly boundary of said Permanent Easement and continuing along said Easterly boundary
15. S $30^{\circ} 37' 21''$ E, a distance of 31.59 feet, to an angle point; thence leaving said Easterly boundary and continuing

16. S 80° 04' 08" W, a distance of 147.06 feet, to an angle point; thence
17. S 88° 45' 09" W, a distance of 68.69 feet, to an angle point; thence
18. N 88° 59' 41" W, a distance of 155.03 feet, to an angle point; thence
19. S 85° 38' 06" W, a distance of 65.64 feet, to an angle point; thence
20. S 05° 20' 31" W, a distance of 36.35 feet, to an angle point; thence
21. S 85° 09' 16" W, a distance of 122.28 feet, to an angle point; thence
22. N 04° 18' 57" W, a distance of 107.97 feet. to an angle point; thence
23. N 86° 05' 38" W, a distance of 16.00 feet, to an angle point on the Westerly boundary of said lands of the United States of America; thence along said Easterly boundary
24. N 04° 33' 44" W, a distance of 30.33 feet: to the Point of Beginning

Contains 48,431 sq. ft., a little more or less
 A.P.N. 010-262-70 (Portion) and 010-311-08 (Portion)

S C PORT TCE TWO:

BEGINNING at the Northwest corner of said Parcel 48 as described in the Grant Deed recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County, designated as POINT "A" in the description of the Permanent Easement grant to the City of Santa Cruz; thence along the Westerly boundary of said Parcel 48

1. S 30° 37' 21" E, a distance of 4.74 feet to an angle point; thence leaving said Westerly boundary and continuing along the Northerly boundary of said Permanent Easement
2. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
3. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
4. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
5. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point hereinafter designated as Point "B"; thence leaving said Northerly boundary of said Permanent Easement and continuing
8. N 86° 14' 54" E, a distance of 44.69 feet, to an angle point; thence
9. N 26° 56' 40" W, a distance of 4.94 feet, to an angle point; thence
10. N 89° 18' 20" E, a distance of 107.62 feet, to a point hereinafter designated as Point "C"; thence
11. N 01° 49' 01" E, a distance of 53.64 feet, to an angle point; thence
12. S 86° 44' 22" E, a distance of 7.93 feet, to an angle point; thence
13. N 02° 37' 36" E, a distance of 24.33 feet, to an angle point; thence
14. S 87° 01' 30" E, a distance of 10.41 feet, to an angle point; thence
15. N 04° 27' 46" E, a distance of 18.87 feet, to an angle point; thence
16. S 87° 42' 26" E, a distance of 16.22 feet, to an angle point; thence
17. S 01° 50' 15" W, a distance of 94.70 feet, to an angle point; thence
18. N 89° 18' 20" E, a distance of 150.77 feet, to an angle point; thence
19. S 70° 42' 25" E, a distance of 83.50 feet, to the Point of Beginning.

Contains 7,650 sq. ft., a little more or less

A.P.N. 011-181-02 (Portion) and 011-181-03 (Portion)

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

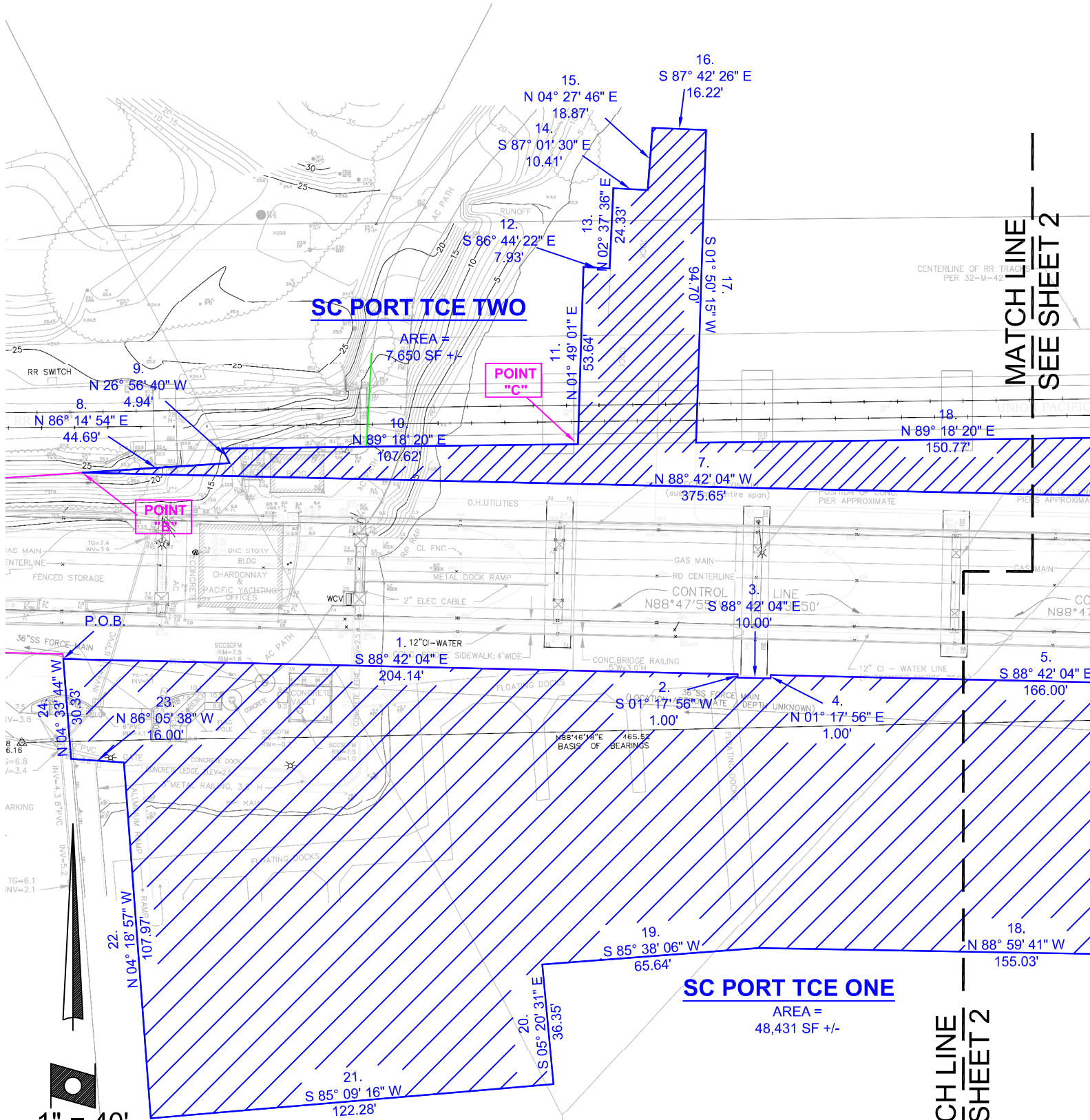
Description prepared by Hogan Land Services, Inc., Soquel, California, in March, 2021.



A handwritten signature in blue ink, appearing to read "Rob DeWitt", written over a light blue rectangular background.

April 9, 2021

4431 TCE SCPD to CITY



SC PORT TCE TWO

AREA =
7,650 SF +/-

POINT
"C"

SC PORT TCE ONE

AREA =
48,431 SF +/-

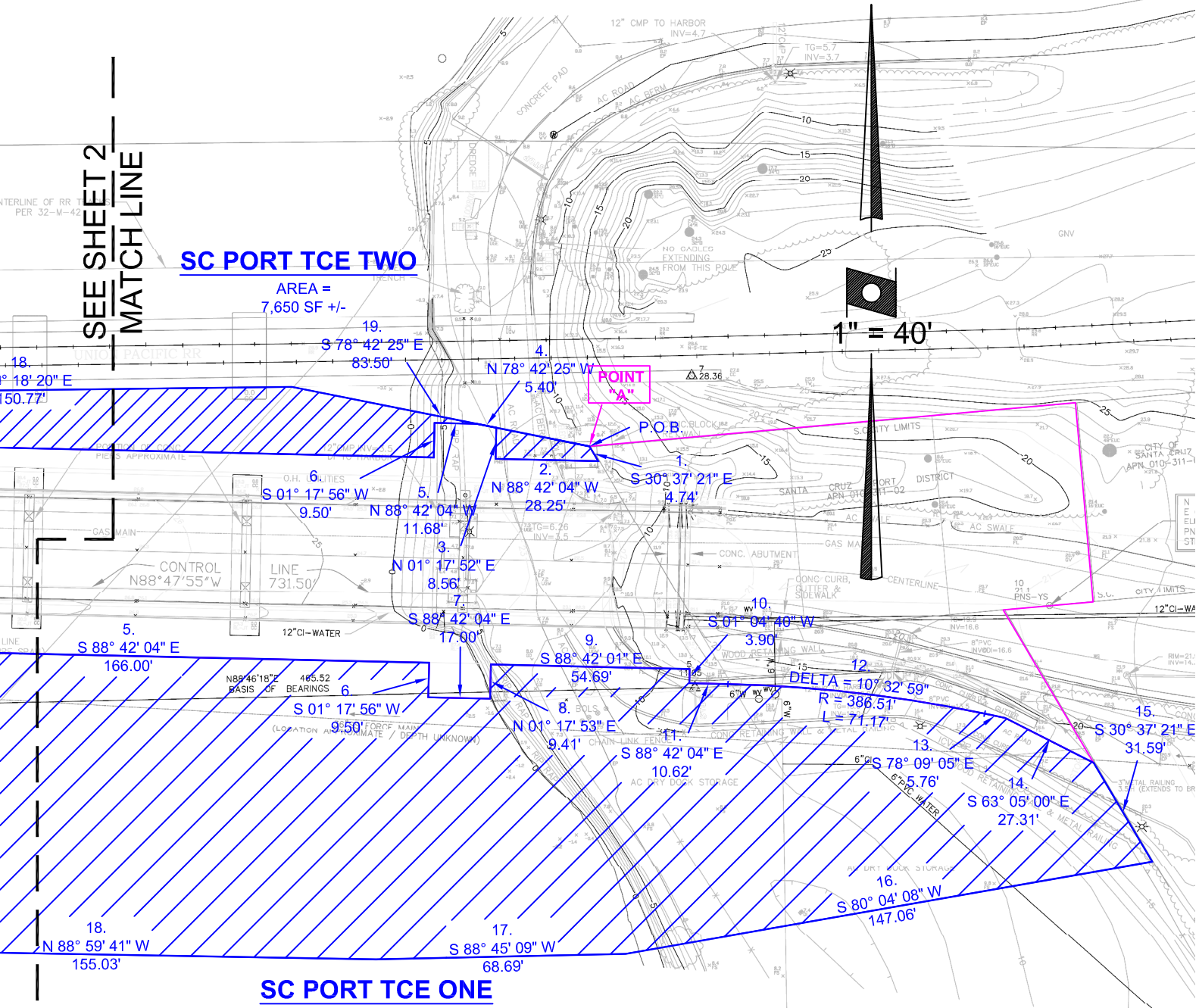
1" = 40'

**EASEMENT DIAGRAM
 TEMPORARY CONSTRUCTION EASEMENTS
 S. C. PORT DISTRICT
 to
 CITY OF SANTA CRUZ**

MATCH LINE
SEE SHEET 2

MATCH LINE
SEE SHEET 2

SEE SHEET 2
MATCH LINE



SEE SHEET 2
MATCH LINE

EASEMENT DIAGRAM
TEMPORARY CONSTRUCTION EASEMENTS
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ

EXHIBIT H

2021 POSSESSION AND USE AGREEMENT

POSSESSION AND USE AGREEMENT

August 10, 2021

DATE

010-262-70, 010-311-02, 011-181-02, 011-181-03, 010-311-08

APNs

This Possession and Use Agreement (“Agreement”) is made on August 10, 2021, by and between the **City of Santa Cruz** (“City”), and **Santa Cruz Port District** (“Port”), who shall be collectively referred to as the “Parties.”

RECITALS

A. City requires immediate possession and use of portions of Port’s real property for the purpose of constructing the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project (the “Project”). Port’s real property affected by the Project including the City’s acquisition of permanent and temporary construction easements on portions of Port’s real property, are identified below by assessor’s parcel numbers, is located in Santa Cruz, California, legally described in the attached Exhibits “A and C” and identified on the attached Exhibit Maps “B and D.”

B. Port’s real property subject to this Agreement and relevant to the City’s Project is designated by City as Parcel No[s]. 010-262-70, 010-311-02, 011-181-02, 011-181-03, 010-311-08 (collectively, the “Parcels”). The purpose of this Agreement is to allow the City to proceed with construction of the Project without delay.

C. The Parties acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest. It is the intent of City to offer fair-market compensation to Port for permission to enter the Parcels and to construct the Project, and as consideration for the rights set forth in the paragraph entitled “Possession,” below. City has made a firm written offer to pay the total sum of \$5,149,000 (Five Million, One Hundred Forty-Nine Thousand Dollars) to Port and any other persons having an interest in the Parcels. This amount does not include the actual final construction costs to be performed by the Port related to the Project, compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the City’s appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies. The Port has not accepted this offer of the City’s appraised fair market value of the permanent and temporary easements on portions of these Parcels and has informed City it intends to seek its own appraisal for the Parcels pursuant to Civil Code of Procedures Section 1263.025.

OPERATIVE PROVISIONS

In consideration of the sum offered to be paid to Port and in consideration of the foregoing recitals and the promises, covenants and any other conditions set forth in this Agreement, City and Port agree as follows:

Possession

1. Port grants to City and its contractors, agents, representatives, employees and all others deemed necessary by City, the irrevocable right to exclusive possession and use of portions of the Parcels as required during the construction of the Project and as agreed to by the Port and City, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the right of way, and restore and/or reconstruct all improvements removed within the right of way, except for any portion of the Parcels wherein less than an exclusive interest is being acquired, and as it relates to those portions, the irrevocable right to nonexclusive possession and use of the property. Possession by the City to temporary construction easement areas shall extend from September 1, 2021 until March 31, 2024 and shall not otherwise extend beyond the date the Notice of Project Completion is filed. In consideration for this irrevocable grant of possession and use, City will tender into escrow the sum of \$5,149,000 (Five Million, One Hundred Forty-Nine Thousand Dollars) (\$345,818 to acquire ±37,657 square feet of Permanent Easement and ±56,081 square feet of Temporary Construction easement, and \$4,803,182 as compensation for curative work (to be finalized between the parties) that will be completed by the Port. Following payment into escrow, City shall have the right to possess the Parcel and begin construction of the Project in accordance with all regulatory permits obtained by and issued to the City for bridge construction and dock demolition and replacement work on September 1, 2021 with prior notice to the Port.

Just Compensation and Appraisal

2. Port acknowledges that the sum referenced in paragraph 1 represents the full amount of the City-approved appraisal of what City believes is just compensation owed for the acquisition of the Parcel. It is understood and agreed by and between the parties that the curative work amounts (\$4,803,182) are based on current estimates that may not represent all costs, materials or labor required to effect the work and in the event that actual costs exceed said amounts, contract between City and Port shall be amended to compensate the Port for actual costs. It is hereby agreed and understood that Port shall provide receipts to the City for reimbursements in the event that the amounts allocated for curative work items exceed \$4,803,182. It is further understood that the Port is obtaining an independent appraisal for the purpose of determining just compensation for the temporary and permanent construction easements which the City's appraisal valued at \$345,818, and that actual compensation for the temporary and permanent construction easements will be negotiated and agreed to between the parties. Should the Parties fail to reach a settlement and it becomes necessary for City to file a condemnation action to acquire the Parcels, the Parties agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The Parties agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the Parties agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation.

Escrow

3. This transaction will be handled through an escrow with First American Title Company, Escrow No. 4408-6211881. City shall pay all escrow fees incurred in this transaction. Port shall be entitled to the sum referred to in paragraph 1, less any amounts payable to any other persons having an interest in the Parcel. Any unearned rents will be prorated in escrow and City shall be credited with any outstanding security deposits. Port shall not be entitled to receive any proceeds until:

- a. All holders of liens and encumbrances on the Parcels have received full payment for all principal and interest due to them and have executed a reconveyance of their interests in the Parcels;
- b. All other parties having interests in the Parcels have received payment or have consented to a payment to Port; and
- c. City has acknowledged in writing that it concurs that all other parties having interests in the Parcels have received full payment or have consented to Port's withdrawal.
- d. This escrow shall remain open until either a final settlement, or until termination of this Agreement, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by City. Any sum disbursed to Port from this escrow shall be deducted from the ultimate amount received by Port as a result of any settlement, award, or verdict of just compensation for the Parcels.

Indemnification

4. City agrees to indemnify, defend, and hold harmless Port from any claims or liability, including attorneys' fees and costs, arising out of City's acts or omissions or operations related to the Project under this Agreement. City further agrees to assume responsibility for any damages proximately caused by reason of City's acts or omissions or operations related to the Project under this Agreement and City will, at its option, either repair or pay for such damage.

Effective Date

5. This Agreement is effective as of the date the sum is paid into escrow as set forth in Section 1 above (the "Effective Date"). From and after the Effective Date, Port shall not assign, sell, encumber or otherwise transfer all or any portion of their interest in the Parcel, or the property, without first obtaining City's prior written consent.

Taxes

6. Port agrees to submit payment, when due, to the County tax collector for all taxes and special assessments on the Parcels that are due during the period from the date of possession (as set forth in paragraph 1 of this Agreement) to the date title transfers to the City. Title transfers to the City on the date the Grant Deed or Final Order of Condemnation is recorded in the office of the County recorder. Port shall not be required to pay taxes or special assessments on the Parcels on or after the date title transfers to the City. After the date title transfers to the City, the City will request that the County tax collector cancel taxes and/or special assessments for the period from the date of possession to the date title transferred to the City. After the tax cancellation request is made by the City, Port may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into escrow. (California Revenue and Taxation Code section 5084.)

Eminent Domain Proceedings

7. This Agreement is made with the understanding that City will continue to negotiate in good faith with Port to acquire its interest in the Parcels by direct purchase.

8. If City begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by the City.

Waiver Notice Pursuant to Code of Civil Procedure Section 1245.235

9. Section 1245.235 of the California Code of Civil Procedure requires the City of Santa Cruz, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the Santa Cruz City Council and be heard on the matters referred to in section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- a. The public interest and necessity require the project.
- b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The property sought to be acquired is necessary for the project.
- d. The offer required by section 7267.2 of the Government Code has been made to the Port or others of record.

10. By granting this irrevocable right to possession and use of the relevant portions of the Parcels to City, Port agrees to the following:

- a. Port specifically waives the notice required by Code of Civil Procedure section 1245.235 of the hearing on the matters referred to in Code of Civil Procedure section 1240.030, and Port shall not object to the adoption of the resolution of necessity by the California Transportation Commission authorizing the taking of the property described in Exhibit "A."
- b. Port shall not object to the filing of an eminent domain proceeding to acquire the property described in Exhibit "A."
- c. In any eminent domain action filed by City to acquire the property described in Exhibit "A," Port shall not challenge City's right to acquire such property, and the only issue shall be the amount of just compensation for the property.

Refund

11. Port agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Port, the Port shall refund the difference

including interest at the apportionment rate of interest as provided in Code of Civil Procedure section 1268.350 to City.

Waiver

12. Port waives any right to challenge City's right to possess, acquire, and use the relevant portions of the Parcels in any subsequent eminent domain proceedings filed by City. Port also waives all claims and defenses in its favor in any subsequent eminent domain proceeding, except a claim for greater compensation.

Date of Valuation

13. In the event proceedings in eminent domain begun, the date of valuation for determining the amount of just compensation for the relevant portions of the Parcels shall be the date the City deposits the funds identified in Section 1 above into escrow.

Interest

14. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by section 1268.350 of the California Code of Civil Procedure. Port shall be entitled to receive interest on any sum received as compensation for its interest in the Parcels, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date City takes possession of the Parcel pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

Hazardous Materials

15. If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Parcels on the date City takes possession of the Parcels, Port shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials.

Port shall further hold City, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcels on the date City takes possession under this Agreement.

Upon taking possession, City, at its sole cost and expense, shall comply with all applicable laws and assume responsibility relating to the storage, placement, use, and disposal of hazardous materials by City, its agents, employees, invitees or contractors on any of the Parcels.

Abandonment of Proceeding

16. Under section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, City reserves the right to abandon the proceeding in whole or in part.

Authority to Execute and Bind

17. Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the party to this Agreement.

Governing Law

18. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

Successors in Interest

19. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.

Understanding of Agreement

20. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

Fees and Costs

21. Except as otherwise provided in this Agreement, each party shall bear all costs (including but not limited to expert and appraisal fees) (excluding appraisal fees not to exceed \$5,000 pursuant to section 1263.025 of the California Code of Civil Procedure) and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

Severability

22. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

Amendment to Agreement

23. This Agreement may only be amended by written agreement, executed by all Parties.

Counterparts

24. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that a scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

Memorandum of Agreement

25. City shall record a memorandum of this Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement on 10th day of August 2021.

Grantor: Santa Cruz Port District,
A Public Corporation

By: Marian Olin

Name: Marian Olin

Its: Port Director

Approved as to Form:

Barbara H. Choi
Attorney for the Port District

Grantee: The City of Santa Cruz,
a Municipal Corporation

By: Martin Bernal

Name: MARTIN BERNAL

Its: CITY MANAGER

Recommended for Approval:

Suzzan Hunt Arnold
Suzzan Hunt Arnold
Senior Right of Way Agent

Approved as to Form:

City Attorney
City Attorney

EXHIBIT A

PERMANENT EASEMENT

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary the following courses:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 56" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeasterly to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence along said boundary
15. N 30° 37' 21" W, a distance of 48.88 feet, to an angle point on the Southerly boundary; thence along the Southerly, Easterly, Northerly and Westerly boundaries
16. N 84° 52' 39" E, a distance of 24.85 feet, to an angle point; thence
17. N 05° 07' 21" W, a distance of 55.00 feet, to an angle point; thence
18. S 84° 52' 39" W, a distance of 134.18 feet, to an angle point at the Northwest corner of said parcel, designated Point "A" for reference; thence
19. S 30° 37' 21" E, a distance of 4.74 feet, to an angle point; thence leaving said boundary
20. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
21. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
22. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
23. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
24. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence

25. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point, (Point "B" at 217.16 feet) thence
26. S 86° 14' 54" W, a distance of 78.36 feet, to an angle point; thence
27. S 05° 13' 10" E, a distance of 48.39 feet, to an angle point at the Northwesterly corner of said Parcel B of the lands of U.S.A.; thence along the Northerly boundary of said lands
28. S 88° 40' 40" E, a distance of 67.92 feet, to an angle point at the Northeast corner of said land; thence along the Easterly boundary of said land
29. S 04° 33' 44" E, a distance of 1.50 feet, to the Point of Beginning.

Contains 37,657 sq. ft., a little more or less
A.P.N. 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in February, 2021.

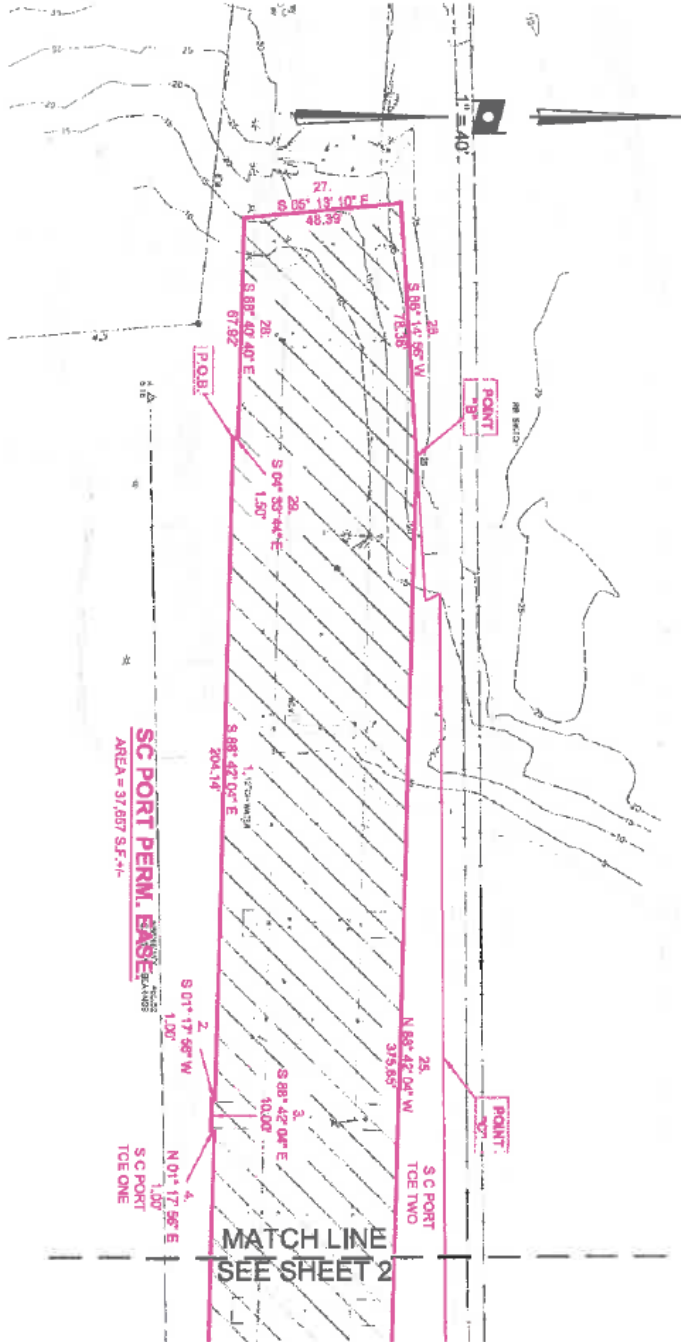


April 9, 2021

4431 PE SCPD to CITY

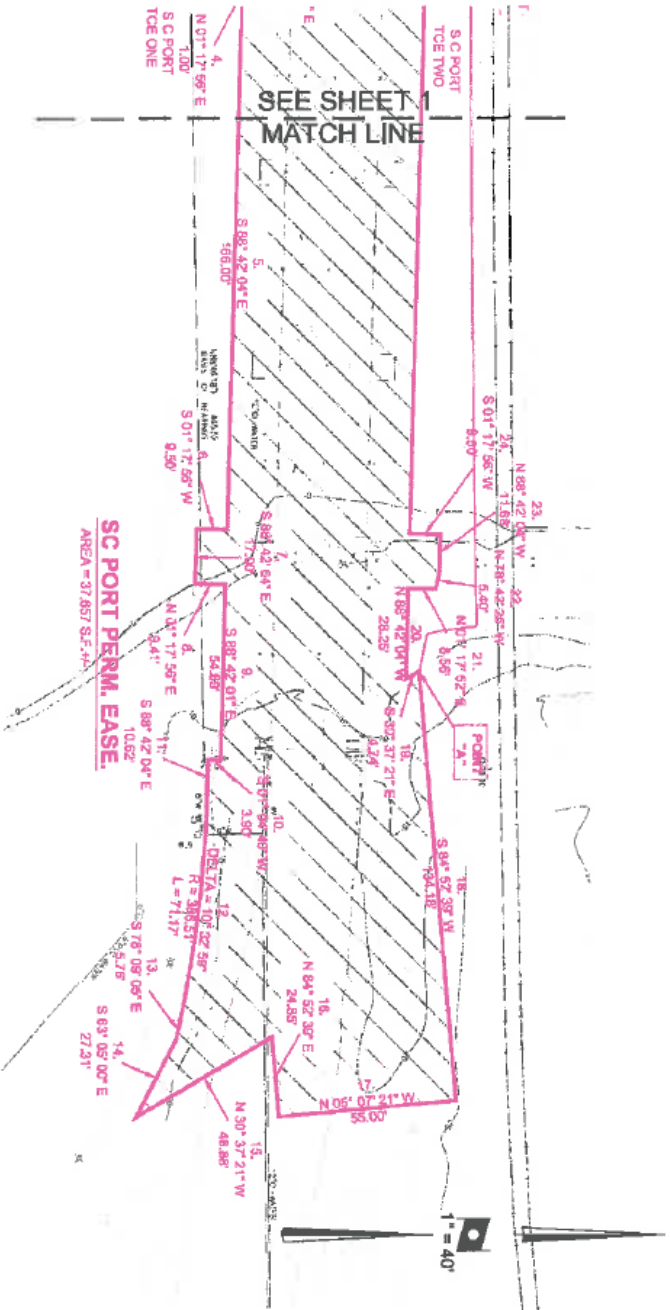
EXHIBIT B

PERMANENT EASEMENT MAP



EASEMENT DIAGRAM
PERMANENT EASEMENT
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ

HLS#4431 3-11-21
SHEET 1 OF 2



**EASEMENT DIAGRAM
PERMANENT EASEMENT
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ**

HL5#4431 3-11-21
SHEET 2 OF 2

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENTS

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, County of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and

BEING portions of Parcels 61, 62, 65, 6, and 48 as described in said Grant Deed, and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary and continuing along the Southerly line of the Permanent Easement, Santa Cruz Port District to the City of Santa Cruz, the following courses:

S C PORT ICE ONE:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 53" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeasterly to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence leaving the Southerly boundary of said Permanent Easement and continuing along said Easterly boundary
15. S 30° 37' 21" E, a distance of 31.59 feet, to an angle point; thence leaving said Easterly boundary and continuing

16. S 80° 04' 08" W, a distance of 147.06 feet, to an angle point; thence
17. S 88° 45' 09" W, a distance of 68.69 feet, to an angle point; thence
18. N 88° 59' 41" W, a distance of 155.03 feet, to an angle point; thence
19. S 85° 38' 06" W, a distance of 65.64 feet, to an angle point; thence
20. S 05° 20' 31" W, a distance of 36.35 feet, to an angle point; thence
21. S 85° 09' 16" W, a distance of 122.28 feet, to an angle point; thence
22. N 04° 18' 57" W, a distance of 107.97 feet, to an angle point; thence
23. N 86° 05' 38" W, a distance of 16.00 feet, to an angle point on the Westerly boundary of said lands of the United States of America; thence along said Easterly boundary
24. N 04° 33' 44" W, a distance of 30.33 feet: to the Point of Beginning

Contains 48,431 sq. ft., a little more or less
 A.P.N. 010-262-70 (Portion) and 010-311-08 (Portion)

S C PORTICE TWO:

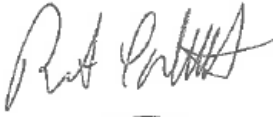
BEGINNING at the Northwest corner of said Parcel 48 as described in the Grant Deed recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County, designated as POINT "A" in the description of the Permanent Easement grant to the City of Santa Cruz; thence along the Westerly boundary of said Parcel 48

1. S 30° 37' 21" E, a distance of 4.74 feet to an angle point; thence leaving said Westerly boundary and continuing along the Northerly boundary of said Permanent Easement
2. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
3. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
4. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
5. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point hereinafter designated as Point "B"; thence leaving said Northerly boundary of said Permanent Easement and continuing
8. N 86° 14' 54" E, a distance of 44.69 feet, to an angle point; thence
9. N 26° 56' 40" W, a distance of 4.94 feet, to an angle point; thence
10. N 89° 18' 20" E, a distance of 107.62 feet, to a point hereinafter designated as Point "C"; thence
11. N 01° 49' 01" E, a distance of 53.64 feet, to an angle point; thence
12. S 86° 44' 22" E, a distance of 7.93 feet, to an angle point; thence
13. N 02° 37' 36" E, a distance of 24.33 feet, to an angle point; thence
14. S 87° 01' 30" E, a distance of 10.41 feet, to an angle point; thence
15. N 04° 27' 46" E, a distance of 18.87 feet, to an angle point; thence
16. S 87° 42' 26" E, a distance of 16.22 feet, to an angle point; thence
17. S 01° 50' 15" W, a distance of 94.70 feet, to an angle point; thence
18. N 89° 18' 20" E, a distance of 150.77 feet, to an angle point; thence
19. S 70° 42' 25" E, a distance of 83.50 feet, to the Point of Beginning.

Contains 7,650 sq. ft., a little more or less
 A.P.N. 011-181-02 (Portion) and 011-181-03 (Portion)

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in March, 2021.

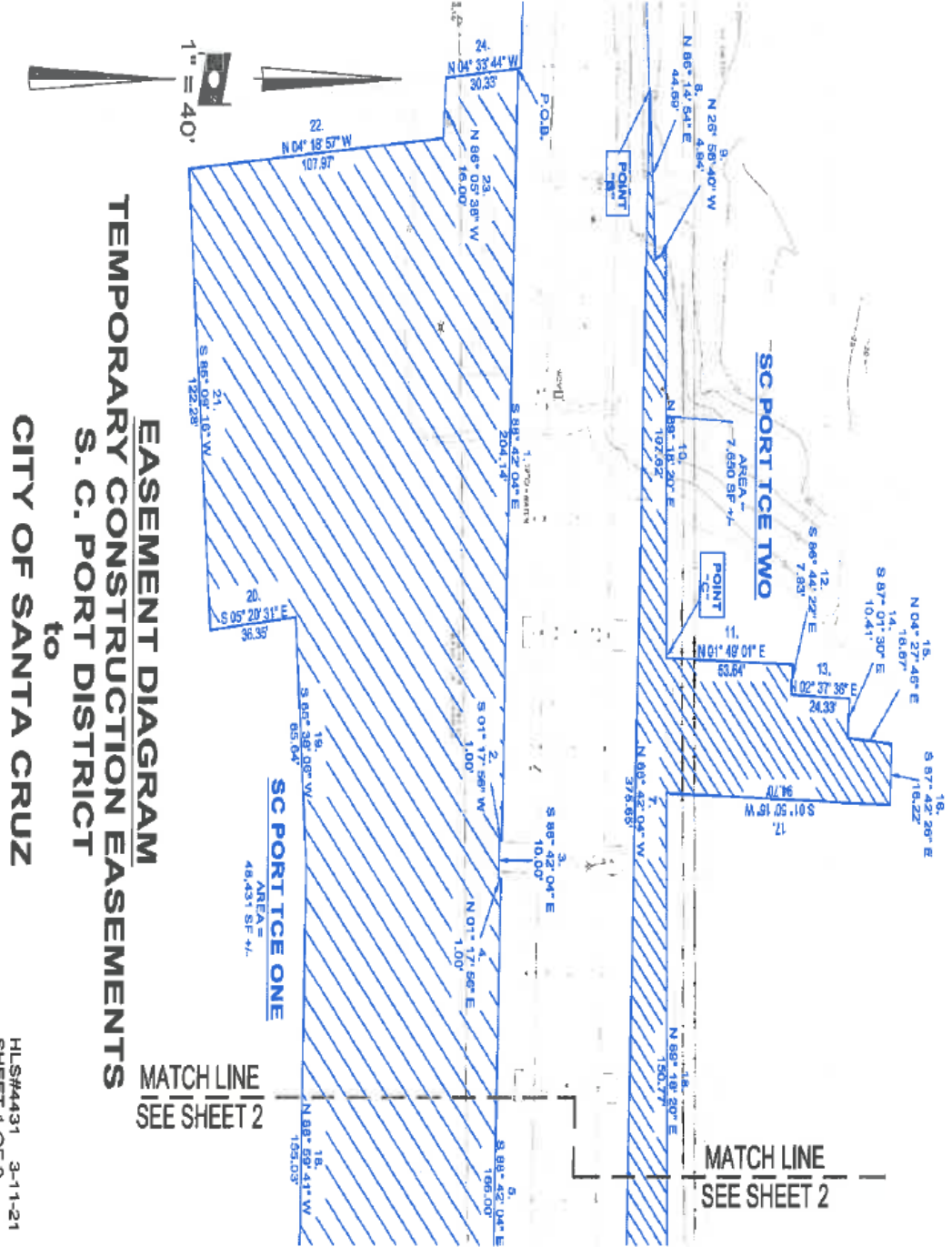


April 9, 2021

4431 TCE SCPD to CITY

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENTS MAP



SEE SHEET 2
MATCH LINE

SEE SHEET 2
MATCH LINE

SC PORT TCE TWO

AREA =
7,850 SF +/-

SC PORT TCE ONE

AREA =
48,431 SF +/-

**EASEMENT DIAGRAM
TEMPORARY CONSTRUCTION EASEMENTS
S. C. PORT DISTRICT
to
CITY OF SANTA CRUZ**

HLS#4431 3-11-21
SHEET 2 OF 2

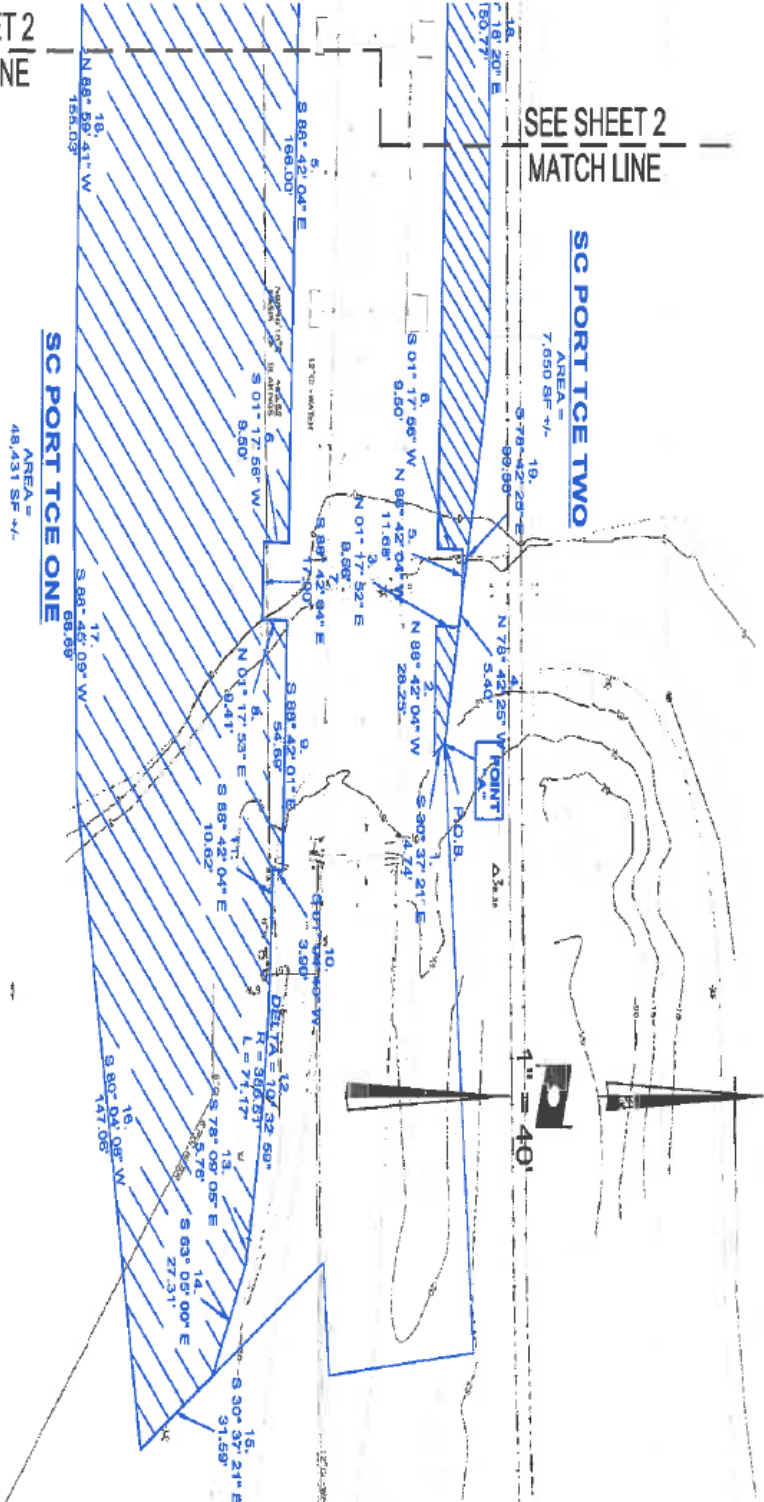


EXHIBIT I

PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Assessor Parcel No.	Owner	Site Address	Project
010-311-08	Santa Cruz Port District, a Municipal Corporation	Lake Avenue and Murray Street, Santa Cruz, CA 95060	Murray Street Bridge Seismic Retrofit and Barrier Replacement Project

PERMANENT WATER PIPELINE EASEMENT AGREEMENT

This Permanent Easement Agreement (this “**Agreement**”) is made by and between the **City of Santa Cruz**, a municipal corporation (the “**City**” or “**Grantee**”), and **Santa Cruz Port District**, a municipal corporation (the “**Port**” or “**Grantor**”) as to that certain real property owned by the Port in the County of Santa Cruz with APN 010-311-08, and more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the “**Parcel**”). The City and the Port are hereinafter each referred to individually as a “**Party**” or collectively as the “**Parties.**” By and through this Agreement, Grantor agrees to convey, and City agrees to accept, the Pipeline Easement (as defined below) for the City’s Murray Street Bridge Seismic Retrofit and Barrier Replacement Project (the “**Project**”) pursuant to the following terms and conditions.

In consideration of the foregoing and the other considerations hereinafter set forth, the Parties mutually agree as follows:

1. General Terms.

- (A) Except as otherwise provided herein, the Parties have herein set forth the whole of their Agreement regarding the subject matter hereof.
- (B) The Port is the owner in fee simple of the Parcel. The Easement, as further defined below in section 2(A), is for a permanent water pipeline easement from Port to City within the “**Pipeline Easement Area**”, a 3,620± square foot portion of the Parcel that is described in **Exhibit B** and depicted in the map on **Exhibit C**, which exhibits are attached to this Agreement and incorporated herein by reference (the “**Pipeline Easement**” or “**Easement**”).
- (C) City requires the Pipeline Easement for the Project, which includes the installation, repair, and maintenance of a water pipeline and appurtenances (the “**Pipeline**”) within the Pipeline Easement Area.
- (D) Grantor warrants that it holds fee simple title to the Parcel and that it has the right and authority to grant the Easement as set forth herein.
- (E) The Parties agree that the Project is for a public use for which City has the authority to exercise the power of eminent domain. Accordingly, Grantor, also a public entity, may be compelled to sell, and City may be compelled to acquire, the Easement.
- (F) Both Grantor and City recognize the expense, time, effort, and risk to both parties in determining the compensation for the Easement by eminent domain litigation. The compensation set forth herein for the Easement is therefore in compromise and complete settlement of any and all rights of Grantor to compensation for the Easement

and to claim, assess, or receive severance, inverse condemnation, damage to remainder parcel, or any other eminent domain damages, in lieu of such litigation.

(G) The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations (“CFR”), comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the CFR is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Section 50.3.

(H) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

2. **Grant of Easement.** For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor hereby grants to City a non-exclusive, permanent Easement, including the right of ingress and egress, for the purpose of constructing, operating, and maintaining the Pipeline and related appurtenances in, on, and over the Pipeline Easement Area. Permission is hereby granted by Grantor to City and City’s authorized agents, representatives, employees, officials, contractors, and subcontractors to enter upon the Pipeline Easement Area for exercising the rights granted herein.

3. **Consideration.** The total purchase price for the Easement is \$54,300 (FIFTY FOUR THOUSAND THREE HUNDRED AND 00/100 DOLLARS) (the “Purchase Price”) payable by City to the Port for the property rights conveyed in this transaction.

In addition to the Purchase Price, the City shall pay any and all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction.

The Parties acknowledge and agree that the total compensation to be paid by City for the Easement is the Purchase Price, which amount is the full and complete acquisition cost based upon the fair market value of the Easement as determined by an independent appraiser. City shall have no obligation to Grantor under the California Relocation Assistance and Real Property Acquisition statutes and guidelines due to the acquisition of the Easement under this Agreement.

4. **Payment of Purchase Price.** At least one (1) business day prior to the closing of the transaction contemplated in this Agreement (the “Close of Escrow”), the City of Santa Cruz shall deposit into escrow the entire Purchase Price. Immediately upon recordation of the Pipeline Easement Deed (as defined in Section 6 below), the Title Company (as defined below) shall release the full Purchase Price to Grantor.

5. **Term.** The Pipeline Easement shall exist in perpetuity, beginning upon the Close of Escrow.

6. **Escrow.**

(A) This transaction will be handled through First American Title Company (the “Title Company”), Escrow Number 4408-4252495 (JA).

(B) Grantor and City shall deposit with the Title Company a signed copy of the easement deed attached to this Agreement as **Exhibit D** and incorporated herein by reference (the “**Pipeline Easement Deed**”). City shall not be deemed to have accepted delivery of the Easement until such time as the Pipeline Easement Deed is recorded in the Official Records of Santa Cruz County, California.

7. **Waiver of Civil Code Section 1542.** Grantor and Grantee hereby waive and surrender any rights under Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

8. **Reversion.** In the event that City permanently abandons the Project by providing Grantor with written notice of such abandonment, then the Easement will terminate and revert back to the Grantor. In such event, the Parties shall execute such documents, including but not limited to quitclaim deeds, as may be reasonably required in order to remove such easement from title to the Parcel. Notwithstanding the foregoing, the City shall repair and restore the Pipeline Easement Area to the condition they were in on the date and at the time of the beginning of the Project, reasonable wear and tear excepted.

9. **Warranties.** Grantor warrants that it has provided Grantee with all lease agreements in Grantor’s possession for all or any portion of the Pipeline Easement Area with terms exceeding one month. To Grantor’s knowledge, aside from those leases provided by Grantor to Grantee, there are no other oral or written leases for all or any portion of the Pipeline Easement Area with terms exceeding one month.

10. **Indemnification.**

(A) **Permanent Easement.** To the fullest extent permitted by law, City agrees to defend (with counsel satisfactory to Grantor), indemnify, and hold harmless Grantor and its respective officers, agents, employees, and contractors (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, suits, damages, liens, injury, losses, liability, costs and expenses (including attorneys’ fees) (collectively, “Claims”) for personal injury, property damage or otherwise arising from or related to City’s use of the Pipeline Easement Area or exercise of the rights granted in this Agreement, except to the extent such Claims are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. City shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to any and all affected facilities, improvements, equipment and appurtenances within or about the Pipeline Easement Area or the Parcel caused by any act or omission of the City, its employees, agents or contractors, except to the extent such damage is caused by the gross negligence or willful misconduct of any of the Indemnified Parties. The City further agrees that it will permit no mechanics’, materialmen’s or other liens to stand against the Parcel for work or materials furnished to the City or its agents, employees or contractors in connection with the Project, and the City agrees to indemnify, defend and hold Grantor and the Parcel harmless from same, except to the extent such liens

are caused by the gross negligence or willful misconduct of any of the Indemnified Parties.

- (B) Damage Waiver. Except as otherwise set forth herein, it is understood and agreed by and between the Parties hereto that the Purchase Price includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Port's remaining property by reason of the Easement rights conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which the Port may incur in restoring the utility of its remaining property.
- (C) City Contractors/Subcontractors. City shall require and cause all of its consultants, contractors, and subcontractors performing work relating to the Project and using the Pipeline Easement Area to defend, indemnify, and hold harmless the Port and its officials, officers, commissioners, employees and agents, from and against any and all claims, demands and liability arising from the Project on the same terms as applied to the City in this Section 10 to the fullest extent allowed by applicable law.

11. Insurance. City will require any independent contractor it engages to perform construction within the Pipeline Easement Area, and any subcontractor that such contractor may retain, to procure and maintain in full force and effect throughout such construction activities insurance meeting the City's requirements; provided, however, in no event shall such insurance have limits less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. City shall require all such contractors and subcontractors to satisfy these insurance requirements, including naming the Santa Cruz Port District and its officials, officers, employees and agents, as additional insureds on the applicable commercial general liability policies and automobile insurance policies, and City shall provide verification of insurance coverage prior to such contractors and subcontractors accessing the Pipeline Easement Area. In addition, City shall ensure that all independent contractors engaged by City for the Project, and all subcontractors retained by such contractors, maintain worker's compensation insurance in at least the minimum amount required by law with a waiver of subrogation in favor of the Santa Cruz Port District. On each fifth (5th) anniversary of the date of this Agreement, Grantor may cause an independent insurance consultant to evaluate the scope and amount of insurance coverage and recommend changes to the amount of coverage and to the scope consistent with then current industry practice. The amount of coverage shall thereafter be adjusted so that the amount of coverage required under this Agreement is equivalent to the amount of coverage afforded by the initial limits of liability set forth herein.

12. Hazardous Materials. The Purchase Price reflects the fair market value of the Pipeline Easement without the presence of contamination. City shall not cause the generation, use, storage, disposal or release of any Hazardous Material on the Parcels or on or in the soil, groundwater, or surface water on or under the Parcels. City shall indemnify, defend (with counsel satisfactory to Grantor) and hold harmless Grantor from and against any penalty, fine, claim, demand, liability, cost, loss or charge whatsoever, including, without limitation, reasonable attorneys' fees, expert's fees and court costs, diminution in value of the Parcel, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Parcel, and sums paid in settlement of claims, which Grantor shall incur or suffer by reason of City's failure to comply with this Section 12. This indemnification of Grantor by City includes, without limitation, costs incurred in connection with any investigation of site conditions or any

clean-up, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of any Hazardous Material present in the soil or water on or under the Parcels by reason of City's failure to comply with this Section 12. Without limiting the foregoing, if the presence of any Hazardous Material on the Parcel caused or permitted by City results in any contamination of the Parcel, City shall promptly take all actions at its sole expense as are necessary to return the Parcel to the condition existing prior to the introduction of any such Hazardous Material to the Parcel; provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Parcel. The provisions of this section shall survive the expiration or earlier termination of this Agreement. If the Pipeline Easement Area is found to be contaminated by the presence of hazardous materials which require mitigation under Federal or state law, City may seek to recover its cleanup costs from those who caused or contributed to the such contamination. "**Hazardous Material**" as used herein shall mean any material, substance or waste defined, classified, regulated or otherwise characterized as (i) a pollutant or contaminant or as hazardous, toxic or harmful to the environment by any federal, state or local governmental authority, or (ii) a controlled substance, pharmaceutical product, or other similar material, substance, or waste.

13. **Compliance with Laws.** The City, at its sole cost and expense, agrees to comply with all federal, state and local laws, orders, rules, regulations, ordinances, requirements, permits, and administrative and judicial determinations ("**Laws**") applicable to the Project, the City's use and possession of the Pipeline Easement Area, and the City's exercise of its rights under this Agreement. All work done under this Agreement or upon Grantor's real property shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

14. **Miscellaneous Provisions.**

- a. Time of Essence. Time is of the essence in this Agreement.
- b. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and delivered by overnight Federal Express or priority U.S. Mail, and shall be served on the parties at the following address.

If to City:

City of Santa Cruz
c/o Matt Huffaker, City Manager
809 Center Street, Room 10
Santa Cruz, CA 95060

If to Port:

Santa Cruz Port District
c/o Holland MacLaurie, Port Director
135 Fifth Avenue
Santa Cruz, CA 95062

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- c. Entire Agreement. This Agreement and the attached exhibit, constitute the entire agreement between the Parties with respect to the Pipeline Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this

Agreement regarding the Pipeline Easement, are of no force and effect. Any amendment or modification to this Agreement shall be of no force and effect unless it is in writing and signed by City and Grantor. No waiver of any default of any obligation by any party to this Agreement shall be implied from any omission by the other party to take any action with respect to such default.

- d. Settlement of Disputes. In the event of any dispute under the terms of this Agreement, the aggrieved party shall first give written notice (a “Dispute Notice”) to the other party setting forth the nature of the dispute and the relief requested. The parties shall then attempt to resolve the dispute by escalating the dispute within their respective organizations.
- e. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- f. Attorneys' Fees. If any action, proceeding, appeal or arbitration arising out of or relating to this Agreement is commenced by either party to this Agreement or by the Escrow Holder, then as between City and Grantor, the prevailing party shall be entitled to receive 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, proceeding, appeal or arbitration by the prevailing party.
- g. Binding Effect. Grantor and City have the right, power, legal capacity and authority to enter into and perform their obligations under this Agreement without further approval or consent. Those persons executing this Agreement on behalf of Grantor and City are authorized to do so, and by so executing this Agreement, they thereby bind Grantor and City to the terms hereof. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
- h. Binding on Successors; Assignment. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees; provided, however, Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which may be withheld in Grantor’s sole and absolute discretion.
- i. Governing Law. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California.
- j. Headings. The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.
- k. Warranty of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such Party is a partnership, corporation, or trustee, that such partnership, corporation, or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

1. Execution and Counterparts. This Agreement, as well as any amendments and supplements thereto, may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. A scanned, electronic, facsimile, or other copy of a Party's signature shall be accepted and valid as an original.

Signature Page to Follow

In Witness Whereof, the Parties hereto have executed this Agreement on _____ day
of _____ 20____.

Grantor: Santa Cruz Port District, a Municipal Corporation

By : _____
Holland MacLaurie
Port Director

City: The City of Santa Cruz, a Municipal Corporation

By : _____
Matt Huffaker
City Manager

Recommended for Approval:

Lucas Smith
Right of Way Agent

Approved as to Form:

Office of the City Attorney

Exhibit A

Legal Description of Parcel

APN: 010-311-08

LEGAL DESCRIPTION

Real property in the City of Santa Cruz, County of Santa Cruz, State of California, described as follows:

PARCELS 4, 5, 6, 8, 12, 16, 17, 19, 22, 25, 27, 29, 35, 44, 63, AND 65 THAT WERE GRANTED BY THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN ANY REAL PROPERTY WHICH WERE LANDS BENEATH NAVIGABLE WATERS AT THE TIME IT BECAME A MEMBER OF THE UNION, OR WHICH WERE ACQUIRED BY IT THROUGH THE SUBMERGED LANDS ACT (43 USC 1301 ET SEQ.), OR WHICH HAVE ACCRETED TO SUCH LANDS, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO THE PROPERTY DESCRIBED IN THE LEASE BETWEEN THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION AND STATE LANDS COMMISSION DATED JANUARY 22, 1962, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN BOOK 2412, PAGE 273, SANTA CRUZ COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE, AND INTEREST OF THE STATE OF CALIFORNIA IN AND TO ALL DEPOSITS OF MINERALS AND RIGHTS TO MINERALS INCLUDING OIL, GAS, AND HYDROCARBONS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SUCH REAL PROPERTY OR TO ENTER ANY PART OF THE SUBSURFACE THEREOF WHICH LIES WITHIN 200 FEET OF SAID SURFACE, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA TO THE SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, BY DOCUMENT RECORDED MAY 21, 1974 IN [BOOK 2412, PAGE 273](#), SANTA CRUZ COUNTY RECORDS.

APN: 010-311-08

EXHIBIT B

PIPELINE EASEMENT AREA

WATERLINE 5 EASEMENT

SANTA CRUZ PORT DISTRICT
to the
CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, County of Santa Cruz, State of California; and

BEING a portion of the lands of the SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, as said lands were conveyed by the State of California to said PORT DISTRICT in that certain Grant Deed recorded May 21, 1974, in Volume 2412, at Page 273, Official Records, in the office of the County Recorder of the County of Santa Cruz; and

BEING an easement for installation, repair, and maintenance of water pipeline and appurtenances, within the limits of a paved driveway that provides access to the PORT DISTRICT boatyard and parking lot located in the easterly portion of said lands; and being more particularly described as follows:

BEGINNING FOR REFERENCE at the intersection of the Northeasterly side line of Lake Avenue with the Easterly side line of Hallie Lane, as said streets are shown on that certain Record of Survey map filed July 23, 1991, in Volume 84 of Maps, at Page 48, in the office of the County Recorder of the County of Santa Cruz; thence from said Reference Point of Beginning South 58° 30' West 50.00 feet, to the Southwesterly side line of said Lake Avenue, thence along said side line North 31° 30' West 18.67 feet, a little more or less, to a point of intersection of said side line with the Northwesterly edge of said paved driveway, the TRUE POINT OF BEGINNING; thence along said Northwesterly edge of said paved driveway the following courses:

1. South 06° 15' East, a distance of 1.2 feet, to the beginning of a curve to the right; thence continuing along said edge of said paved driveway and along said curve having a radius of 4.0 feet
2. Through a central angle of 46° 45' for an arc length of 3.3 feet, to a point of tangency; thence continuing along said edge of said paved driveway
3. South 40° 30' West, a distance of 13.1 feet, to an angle point; thence continuing along said edge of said paved driveway
4. South 45° 15' West, a distance of 15.5 feet, to the beginning of a curve to the right; thence along said edge of said paved driveway and along said curve having a radius of 13.5 feet
5. Through a central angle of 107° 30' for an arc length of 25.3 feet, to a point of tangency; thence continuing along said edge of said paved driveway

6. North 27° 15' West, a distance of 6.0 feet, to an angle point on the line of a fence and gate leading to the boatyard; thence continuing along said line of said fence and gate
7. South 88° 30' West, a distance of 33.3 feet, to an angle point; thence leaving said line of said fence and gate and continuing across said paved driveway
8. South 25° 45' East, a distance of 61.5 feet, to an angle point at the intersection of the Easterly line of a north-south painted cross walk with the Northerly line of an east-west painted cross walk; thence along said Northerly line
9. North 86° 00' East, a distance of 42.2 feet, to an angle point on the Easterly edge of said paved driveway; thence continuing along said Easterly edge of said paved driveway
10. North 13° 00' East, a distance of 10.2 feet, to the beginning of a curve to the right; thence along said edge of said paved driveway and along said curve having a radius of 35.0 feet
11. Through a central angle of 53° 00' for an arc length of 32.4 feet, to a point of tangency; thence continuing along said Easterly edge of said paved driveway
12. North 66° 00' East, a distance of 7.5 feet, to a point of intersection of said edge of said paved driveway with said Southwesterly side line of said Lake Avenue; thence continuing along said Southwesterly side line of Lake Avenue
13. North 31° 30' West, a distance of 38.2 feet, to the Point of Beginning.

Contains 3,620 square feet, a little more or less.

APN 010-311-08 (Portion)

Description prepared from measurements made on available aerial maps and recorded documents by Hogan Land Services, Inc., Soquel, California, in October, 2022.



A handwritten signature in blue ink, appearing to read "Rob Dewitt".

By:

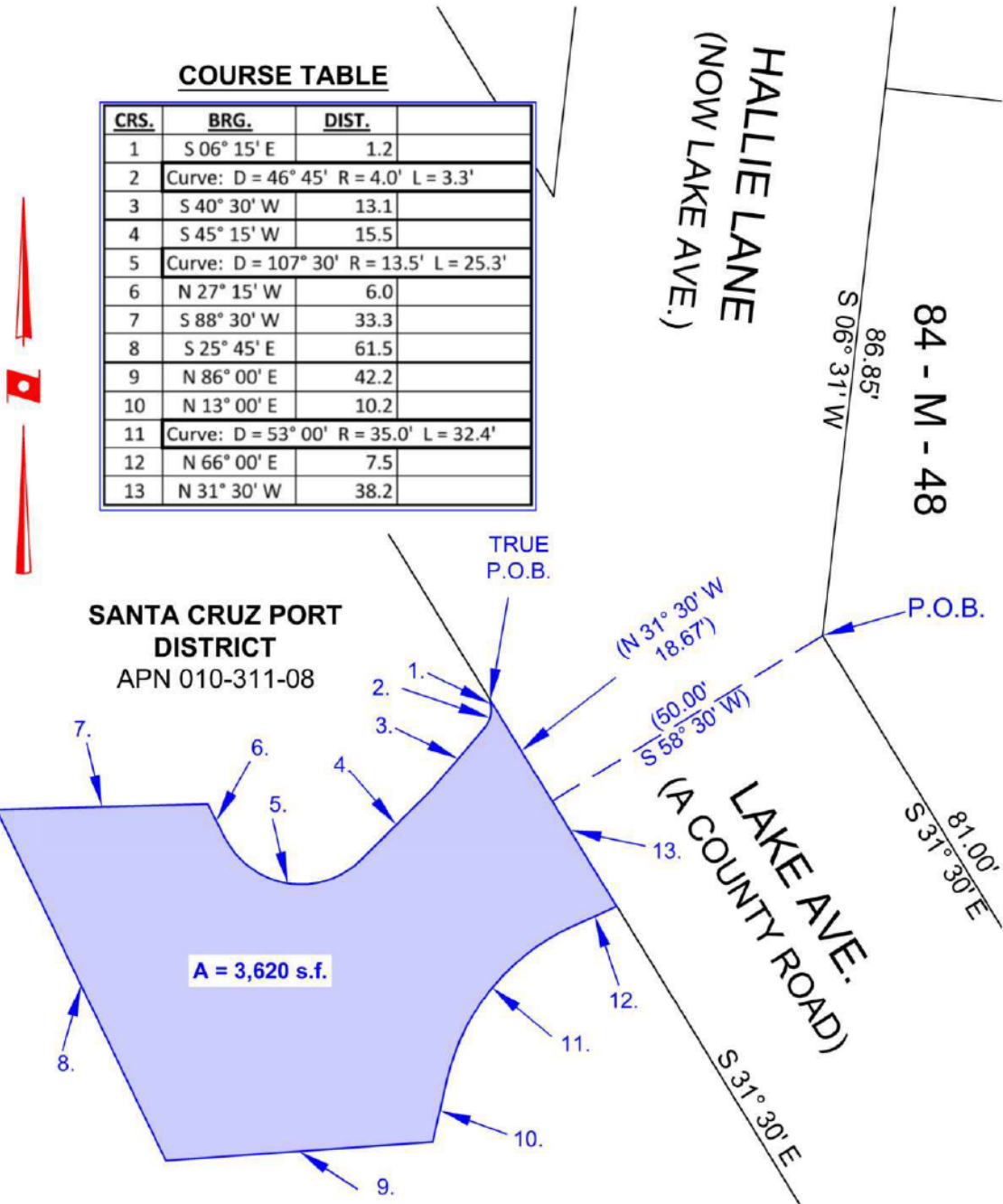
October 26, 2022

EXHIBIT C

PIPELINE EASEMENT AREA PLAT

COURSE TABLE

CRS.	BRG.	DIST.
1	S 06° 15' E	1.2
2	Curve: D = 46° 45' R = 4.0' L = 3.3'	
3	S 40° 30' W	13.1
4	S 45° 15' W	15.5
5	Curve: D = 107° 30' R = 13.5' L = 25.3'	
6	N 27° 15' W	6.0
7	S 88° 30' W	33.3
8	S 25° 45' E	61.5
9	N 86° 00' E	42.2
10	N 13° 00' E	10.2
11	Curve: D = 53° 00' R = 35.0' L = 32.4'	
12	N 66° 00' E	7.5
13	N 31° 30' W	38.2



WATERLINE 5 EASEMENT

SCALE: 1" = 20'

4431 - HOGAN LAND SERVICES - R. L. DEWITT, P.E. 10-26-22

EXHIBIT D

Permanent Water Pipeline Easement Deed

Recording Requested by:
First American Title Company

WHEN RECORDED RETURN TO:

Department of Public Works
City of Santa Cruz
809 Center Street
Santa Cruz, CA 95060

THIS SPACE FOR RECORDER'S USE ONLY

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §27383

WATERLINE EASEMENT DEED

APN 010-311-08

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

Documentary transfer tax is _____ \$0 _____ (County) _____ \$0 _____ (City)

- Computed on the full value of the property conveyed, or computed on the full value less value of liens or encumbrances remaining at the time of sale or transfer.
- There is no Documentary transfer tax due. (Government agency acquiring title -- R&T §11922)
- Unincorporated area: _____ City of: _____ Santa Cruz _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA CRUZ PORT DISTRICT, a municipal corporation (“Grantor”), does hereby grant to the CITY OF SANTA CRUZ, a municipal corporation (“Grantee”), a non-exclusive, perpetual easement, including the right of ingress and egress, for the purpose of constructing, operating, and maintaining a water pipeline and related appurtenances (the “Easement”) in, on, and over that certain real property located in the City of Santa Cruz, County of Santa Cruz, State of California, commonly known as a portion of APN 010-311-08 and more particularly described in **Exhibit A** and **Exhibit B** (the “Easement Area”) attached hereto and made a part hereof. Grantor warrants that it is the owner in fee of the Easement Area.

Grantee assumes full responsibility for all improvements installed within or upon the Easement Area by or on behalf of Grantee, including, without limitation, the responsibility to inspect, repair and maintain the same in good and operable condition. Grantee shall perform all inspections, maintenance, repairs, and replacements to the Easement Area necessary to allow for and ensure its proper and safe use. Grantee, at its sole cost and expense, agrees to comply with all federal, state and local laws, orders, rules, regulations, ordinances, requirements, permits, and administrative and judicial determinations (“Laws”), and all generally accepted design and construction standards, applicable to the Easement, the Easement Area, and all of Grantee’s activities within or upon the Easement Area.

Grantee shall defend (with counsel satisfactory to Grantor), indemnify, and hold harmless Grantor and its officers, agents, employees, and contractors (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, suits, damages, liens, injuries, losses, liability, costs and expenses, including

attorneys' fees (collectively, "Losses") for personal injury, property damage or otherwise arising from or related to Grantee's use of the Easement Area or exercise of the Easement rights, except to the extent such Losses are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Grantee further agrees that it will permit no mechanics', materialmen's or other liens to stand against the Easement Area for work or materials furnished to Grantee or its agents, employees or contractors in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor and the Easement Area harmless from same. Grantee shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to any and all affected facilities, improvements, equipment and appurtenances within the Easement Area to the extent caused by any act or omission of Grantee, its employees, agents or contractors.

The Easement shall be subject to all existing easements and other matters of record on or affecting the Easement Area. Grantee shall ensure that Grantee's use of the Easement Area does not interfere with the rights of any third parties in and to the Easement Area.

Grantor shall not place or build any structures in the Easement Area that unreasonably interfere with Grantee's exercise of the Easement or make any modifications, improvements, or otherwise unreasonably interfere with Grantee's exercise of the Easement.

Grantor and other occupants of the Easement Area shall have the right to use the Easement Area in any manner that does not materially interfere with or disrupt the Easement rights of Grantee. Grantor's rights include, without limitation, the right to grant additional rights-of-way, licenses, easements, and the like within the Easement Area and the right to authorize its contractors, employees, agents, or permittees to use the Easement Area at the same time that the Grantee is using it, as long as none of those other uses materially interfere with Grantee's exercise of its Easement rights granted herein.

Grantee may not assign the Easement or its rights hereunder without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

Signature Page to Follow

In Witness Whereof, Grantor has executed this easement deed on the _____ day of _____, 2024.

GRANTOR

Santa Cruz Port District,
a municipal corporation

By: _____
Holland MacLaurie
Port Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of _____)
On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT A

EXHIBIT _____

WATERLINE 5 EASEMENT

SANTA CRUZ PORT DISTRICT
to the
CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, County of Santa Cruz, State of California; and

BEING a portion of the lands of the SANTA CRUZ PORT DISTRICT, A PUBLIC CORPORATION, as said lands were conveyed by the State of California to said PORT DISTRICT in that certain Grant Deed recorded May 21, 1974, in Volume 2412, at Page 273, Official Records, in the office of the County Recorder of the County of Santa Cruz; and

BEING an easement for installation, repair, and maintenance of water pipeline and appurtenances, within the limits of a paved driveway that provides access to the PORT DISTRICT boatyard and parking lot located in the easterly portion of said lands; and being more particularly described as follows:

BEGINNING FOR REFERENCE at the intersection of the Northeasterly side line of Lake Avenue with the Easterly side line of Hallie Lane, as said streets are shown on that certain Record of Survey map filed July 23, 1991, in Volume 84 of Maps, at Page 48, in the office of the County Recorder of the County of Santa Cruz; thence from said Reference Point of Beginning South 58° 30' West 50.00 feet, to the Southwesterly side line of said Lake Avenue, thence along said side line North 31° 30' West 18.67 feet, a little more or less, to a point of intersection of said side line with the Northwesterly edge of said paved driveway, the TRUE POINT OF BEGINNING; thence along said Northwesterly edge of said paved driveway the following courses:

1. South 06° 15' East, a distance of 1.2 feet, to the beginning of a curve to the right; thence continuing along said edge of said paved driveway and along said curve having a radius of 4.0 feet
2. Through a central angle of 46° 45' for an arc length of 3.3 feet, to a point of tangency; thence continuing along said edge of said paved driveway
3. South 40° 30' West, a distance of 13.1 feet, to an angle point; thence continuing along said edge of said paved driveway
4. South 45° 15' West, a distance of 15.5 feet, to the beginning of a curve to the right; thence along said edge of said paved driveway and along said curve having a radius of 13.5 feet
5. Through a central angle of 107° 30' for an arc length of 25.3 feet, to a point of tangency; thence continuing along said edge of said paved driveway

6. North 27° 15' West, a distance of 6.0 feet, to an angle point on the line of a fence and gate leading to the boatyard; thence continuing along said line of said fence and gate
7. South 88° 30' West, a distance of 33.3 feet, to an angle point; thence leaving said line of said fence and gate and continuing across said paved driveway
8. South 25° 45' East, a distance of 61.5 feet, to an angle point at the intersection of the Easterly line of a north-south painted cross walk with the Northerly line of an east-west painted cross walk; thence along said Northerly line
9. North 86° 00' East, a distance of 42.2 feet, to an angle point on the Easterly edge of said paved driveway; thence continuing along said Easterly edge of said paved driveway
10. North 13° 00' East, a distance of 10.2 feet, to the beginning of a curve to the right; thence along said edge of said paved driveway and along said curve having a radius of 35.0 feet
11. Through a central angle of 53° 00' for an arc length of 32.4 feet, to a point of tangency; thence continuing along said Easterly edge of said paved driveway
12. North 66° 00' East, a distance of 7.5 feet, to a point of intersection of said edge of said paved driveway with said Southwesterly side line of said Lake Avenue; thence continuing along said Southwesterly side line of Lake Avenue
13. North 31° 30' West, a distance of 38.2 feet, to the Point of Beginning.

Contains 3,620 square feet, a little more or less.

APN 010-311-08 (Portion)

Description prepared from measurements made on available aerial maps and recorded documents by Hogan Land Services, Inc., Soquel, California, in October, 2022.



A handwritten signature in black ink, appearing to read "Robert L. Dewitt".

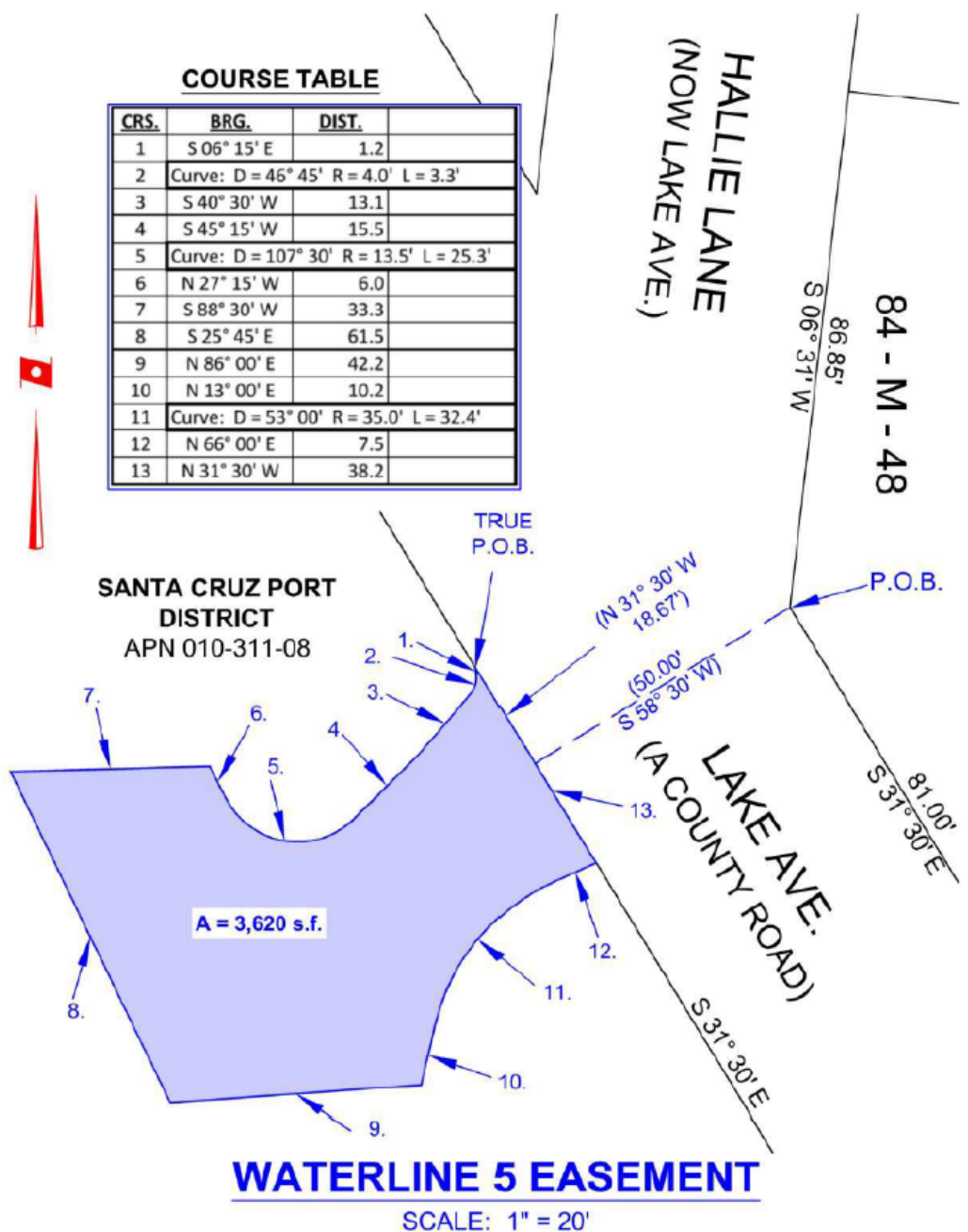
By:

October 26, 2022

EXHIBIT B

COURSE TABLE

CRS.	BRG.	DIST.
1	S 06° 15' E	1.2
2	Curve: D = 46° 45' R = 4.0' L = 3.3'	
3	S 40° 30' W	13.1
4	S 45° 15' W	15.5
5	Curve: D = 107° 30' R = 13.5' L = 25.3'	
6	N 27° 15' W	6.0
7	S 88° 30' W	33.3
8	S 25° 45' E	61.5
9	N 86° 00' E	42.2
10	N 13° 00' E	10.2
11	Curve: D = 53° 00' R = 35.0' L = 32.4'	
12	N 66° 00' E	7.5
13	N 31° 30' W	38.2



CERTIFICATE OF ACCEPTANCE
PURSUANT TO GOVERNMENT CODE § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the easement agreement dated _____, 2024, from the SANTA CRUZ PORT DISTRICT, a California Municipal Corporation (the “Grantor”), to the City of Santa Cruz, a California Municipal Corporation (the “Grantee”), is hereby accepted by order of the undersigned officer on behalf of the City Council of the City of Santa Cruz pursuant to the authority conferred by Resolution NS-7013 of the City Council of the City of Santa Cruz adopted on January 8, 1963, in Volume 1516, Page 392 of Official Records; and the Grantee consents to recordation thereof by its duly authorized officer, the City Clerk of the City of Santa Cruz.

Dated: _____, 2024

CITY OF SANTA CRUZ
A California Municipal Corporation

By: _____
Matt Huffaker, City Manager

ATTEST:

Bonnie Bush, City Clerk

APN: 010-311-08

EXHIBIT J

Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices

for: Address: 493 Lake Avenue (Murray Street Bridge)
APNs 010-262-70 (ptn), 010-311-08 (ptn), and 010-311-02

This Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices (BMPs) (this “Maintenance Agreement”) is made and entered into on _____, 2024 by and between the City of Santa Cruz (the “City”), a municipal corporation, and the Santa Cruz Port District (the “Port”), a municipal corporation. City and Port are each referred to individually as a “Party” and collectively as the “Parties.”

1. Pursuant to that certain Permanent Easement Deed, recorded in the Official Records of the County of Santa Cruz on _____, the City holds a permanent easement (the “Easement”) on portions of real property commonly known as portions of Santa Cruz County APNs 010-262-70, 010-311-08 and the entirety of APN 010-311-02 (the “Subject Properties”), which are owned by the Port and are located at or near 493 Lake Avenue, Santa Cruz, California. The Subject Properties are more particularly described in the Easement.
2. The City required the Easement for its Murray Street Bridge Seismic Retrofit and Barrier Replacement Project (the “Project”).
3. Pursuant to Project requirements, the City must construct structural or treatment control Best Management Practices (BMPs) on the Subject Properties, including: biofiltration basins, a silt and grease trap, storm drain inlets, overflow drainage structures, and rock slope protection at the outlets to the Harbor as will be constructed with the Project (the “Project BMPs”).
4. The Parties agree that the City shall be responsible for all required inspection and maintenance of any and all Project BMPs. Regular inspections and maintenance of the Project BMPs shall occur at least once per year prior to October 1; provided, however, that the City will be responsible for more frequent inspections and maintenance as necessitated by the condition of the Project BMPs. The Parties agree that the City shall pay for and assume any and all liability regarding the Project BMPs, including, without limitation, for the inspection and maintenance of the Project BMPs, for the duration of this Maintenance Agreement. The Parties further agree that maintenance services on the Project BMPs shall include keeping the Project BMPs in good and clean condition and repair.
5. This Maintenance Agreement shall commence on the date hereinabove written and shall continue for a term of fifty (50) years. The term of this Maintenance Agreement shall automatically renew

for successive fifty (50)-year periods as long as the Project BMPs remain within or upon the Subject Properties. Unless otherwise agreed in signed writing between the Parties, this Maintenance Agreement shall not terminate until such time that the Project BMPs are completely removed and decommissioned from the Subject Properties to the reasonable satisfaction of the Port.

6. The City shall provide written notice to the Port at 135 Fifth Avenue, Santa Cruz, CA 95062 (Attn: Executive Director) in advance of the City conducting any of the inspection and maintenance activities identified in Section 4 above.
7. In the event that the Project BMPs on the Subject Properties become clogged or otherwise fail to work as designed, the Port may contact the City's Public Works Operations Division at (831) 420-5559, and City maintenance crews will repair and maintain the Project BMPs to restore working conditions to the extent possible within forty-eight (48) hours of being contacted. If the City is unable to restore the Project BMPs to working conditions within forty-eight (48) hours, the City shall work diligently and continuously to restore such Project BMPs to working conditions as quickly as possible.
8. The City agrees to send a letter that provides proof of inspection and maintenance to the City's Water Department prior to December 1 of each year. Proof of inspection and maintenance shall include a log of inspection and maintenance dates for the past year and receipts for the same if conducted by a hired service. The log of inspection shall also indicate any significant observations or repairs made. A copy of the proof of inspection and maintenance letter must also be sent to Attn: Holland MacLaurie, Director, c/o Santa Cruz Port District, 135 5th Avenue, Santa Cruz, CA 95062.
9. The City shall defend (with counsel satisfactory to the Port), indemnify and hold harmless the Port, its governing boards, commissioners, officers, employees, and agents ("Indemnitees") from and against any and all liens, claims, losses, demands, liabilities, damages, costs, expenses, or causes of action ("Claims") arising from or related to the Project BMPs, the City's breach of this Maintenance Agreement, or the City's intentional misconduct or active or passive negligence; provided, however, that this indemnity obligation shall not apply to any Claims to the extent arising from the Indemnitees' gross negligence or willful misconduct.
10. The City shall maintain in effect throughout the term of this Agreement self-insurance with the following minimum limits of liability:
 - a. Commercial General Liability: At least One Million Dollars (\$1,000,000) per occurrence including, but not limited to, premises and operations, bodily injury and property damage, personal injury, and contractual liability coverage.
 - b. Business Automobile Liability Insurance: At least One Million Dollars (\$1,000,000) per occurrence or accident for bodily injury and property damage covering any automobile

used by or on behalf of the City, including owned, scheduled, non-owned, or hired automobiles.

- c. Worker's Compensation Insurance: As required by California state law, with statutory limits and employer's liability insurance of at least Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury or disease.
- d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurable risks relating to performance.

The coverages required shall not limit the liability of the City. The coverages for the City referred to under subsections (a) and (b) of this section shall include the Port, its respective officials, employees, agents, and volunteers as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the liability of the Port, its respective officers, employees, and agents. Upon the execution of this Agreement, the City shall furnish the Port with documentation evidencing compliance with all requirements. The City shall further provide for thirty (30) days' advance written notice to the Port of any material modification, change, or cancellation of any of the above insurance coverages.

- 11. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 12. This Maintenance Agreement may only be amended or modified by written agreement signed by the Parties. No waiver of any of the provisions of this Maintenance Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 13. If either Party fails to perform any of its obligations under this Maintenance Agreement or if a dispute or action between the Parties arises out of this Maintenance Agreement, then the prevailing party in such dispute or action shall be entitled to payment from the non-prevailing party of any and all costs and expenses incurred by the prevailing party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs, expert fees and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either Party in enforcing a judgment in its favor under this Maintenance Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Maintenance Agreement and to survive and not be merged into any such judgment.

14. The Parties may execute this Maintenance Agreement in two or more counterparts, which shall each be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures and fully executed copies of this Maintenance Agreement are deemed valid as originals.
15. At the Port's request, this Maintenance Agreement or a memorandum hereof shall be recorded in the Official Records of the County of Santa Cruz.
16. By their signatures below, the Parties hereto acknowledge that they have read the terms of this Agreement, understand the terms thereof and are fully agreed thereto, and are authorized to execute this Agreement on their respective entity's behalf, as of the effective date written above.

[signatures on following page]

In Witness Whereof, the Parties hereto have executed this Agreement on the _____ day of _____ 2024.

Santa Cruz Port District,
a Municipal Corporation

The City of Santa Cruz,
a Municipal Corporation

By : _____
Holland MacLaurie
Port Director

By: _____
Matt Huffaker
City Manager

Approved as to Form:

Approved as to Form:

Attorney for the Port District

Office of the City Attorney

EXHIBIT K

Purchase Price Components

Permanent Easement Area	\$	462,417.00
TCE Area	\$	93,000.00
SUB-TOTAL	\$	555,417.00
Cost to Cure Items		
Remove and salvage a portion of Dock F-F & Pile Replacement	\$	57,500.00
Replacement of Dock F-F	\$	427,500.00
Electrical Services Dock F-F	\$	4,226,478.00
Dock F-F construct a temporary guest dock	\$	736,000.00
Dock F-F gangway demolition	\$	365,430.00
Remove two northern slips at Dock B-Y and reconstruct slips after the completion of the bridge construction	\$	10,000.00
Expense to consult, design, and plan curative work required as a result of construction	\$	35,552.00
Port Management of the required construction	\$	389,100.00
SUB-TOTAL	\$	6,532,160.00
Loss of Revenue	\$	497,500.00
TOTAL	\$	7,585,077.00