

**AGREEMENT
BY AND AMONG
PAJARO VALLEY UNIFIED SCHOOL DISTRICT,
CEIBA PUBLIC SCHOOLS AND CITY OF WATSONVILLE**

THIS AGREEMENT (“Agreement”) is made and entered into by and among the Pajaro Valley Unified School District, a public school district organized and existing under the laws of the State of California (“District”), Ceiba Public Schools, a California non-profit public benefit corporation that operates Ceiba College Preparatory Academy (hereinafter collectively and interchangeably referred to as “Charter School”), and the City of Watsonville, a municipal corporation (“City”) as of the date it is fully executed by the duly authorized representatives of the District, Charter School, and City (the “Effective Date”). District, Charter School and City are collectively referred to as the “Parties” to this Agreement.

RECITALS

WHEREAS, the voters of the State of California adopted Section 47614 of the Education Code (“Proposition 39”), which requires public school district facilities to be shared with charter schools, and which established a process for charter schools to submit written requests for the use of school district facilities on an annual basis;

WHEREAS, regulations were adopted by the California Board of Education implementing Proposition 39, which are found at Title 5 of the California Code of Regulations, Sections 11969.1 through 11969.10 (the “Implementing Regulations”);

WHEREAS, Subdivision (b) of Section 11969.1 of the Implementing Regulations allows the District and Charter School to mutually agree upon alternative arrangements for compliance with Proposition 39;

WHEREAS, District has authorized and granted Charter School a charter (“Charter”) pursuant to Education Code Section 47605;

WHEREAS, Charter School currently leases and has a contract to purchase a ± 2.1 acre parcel commonly known as 215 Locust Street in the City, (APN 017-161-51) as more particularly described in Exhibit A, consisting of an existing 27,000± square-foot building with an 8,500± square-foot mezzanine (“Campus”), which it has operated as a public charter school since 2013;

WHEREAS, Charter School owns another property adjacent to the Campus commonly known as 228 to 234 Locust Street in the City, (APNs 017-162-15; 017-162-16) as more particularly described in Exhibit B (“Vacant Site”);

WHEREAS, Section 53094 of the California Government Code authorizes the governing board of a school district to render a city zoning ordinance inapplicable to a proposed use of property by the school district for public school instructional purposes by vote of two-thirds of its board members;

WHEREAS, California Government Code Section 53097.3 allows a school district governing board to render a city or county zoning ordinance inapplicable to a proposed use of property by a charter school, pursuant to the school district's powers under Government Code Section 53094, so long as that property is located within the geographical jurisdiction of the school district;

WHEREAS, the Campus and the Vacant Site are within the geographical jurisdiction of District;

WHEREAS, the Campus currently consists of educational facilities as defined in Government Code Section 53094 and relevant case law;

WHEREAS, the Campus is intended and used for instructional classroom school purposes to serve public school students, including District residents, and, therefore, the Campus does not currently consist of, and is not planned for, "non-classroom" facilities as defined by Government Code Section 53094 and relevant case law;

WHEREAS, the Campus and the Vacant Site are currently subject to compliance with City's Zoning Ordinance set forth in Title 14 of the City's Municipal Code ("Zoning Ordinance");

WHEREAS, on June 4, 2013, the City's Planning Commission adopted Resolution No. 08-13, approving Special Use Permit with Environmental Review (PP2012-251), to allow establishment of Charter School's 525-student charter school for grades 6-12 at the Campus for a ten-year period;

WHEREAS, on February 28 and March 14, 2023, the City Council adopted Resolution No. 41-23 (CM), Resolution No. 42-23(CM) and Ordinance 1454-23 (CM) to allow the proposed permanent establishment of Charter School's 525-student charter school for grades 6-12 at the Campus by approving the following project entitlements: General Plan Map Amendment, Zoning Map Amendment, and Special Use Permit with Environmental Review (the "Entitlements");

WHEREAS, should the Entitlements be rescinded or otherwise revoked in accordance with the Zoning Ordinance, Charter School's school use of the Campus may be required to cease

and terminate, in which case, District may be required to make District public school facilities available to Charter School under Proposition 39;

WHEREAS, the approval of this Agreement is not a “project” under or subject to the California Environmental Quality Act (CEQA) because it is not an activity that could cause any physical change in the environment;

WHEREAS, the Parties now desire to enter into this Agreement to effect the following: (1) District’s agreement to take action to approve the Zoning Exemption (defined in Section 2 below); (2) District and Charter School’s agreement to exclude the Vacant Site and all parcels contiguous to the Campus (collectively, “Contiguous Parcels”) from the Zoning Exemption and Charter School’s agreement not to submit to City and/or District any future proposal to exempt the Vacant Site and/or Contiguous Parcels from the Zoning Ordinance and/or to develop Vacant Site and/or Contiguous Parcels for Charter School’s use for so long as Charter School or any successor charter school is occupying and operating a charter school on the Campus; (3) Charter School’s agreement to withdraw its current Proposition 39 request and waive and relinquish its right to file a future Proposition 39 request during the term of this Agreement; (4) City’s waiver and release of all challenges to the Zoning Exemption; (5) City’s agreement to take action on Charter School’s request to rescind the Entitlements within ninety (90) days of the filing of a written request from Charter School to do so; and (6) Charter School’s agreement to indemnify, defend and hold harmless District and City against any and all challenges arising out of or related to this Agreement, the Zoning Exemption and/or the Recission (defined in Section 6 below).

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and terminate on July 31, 2044, unless terminated sooner pursuant to or except as otherwise set forth in this Agreement (the “Term”).

2. Zoning Exemption. District shall take action to approve a resolution rendering the Zoning Ordinance inapplicable to the Campus pursuant to California Government Code Sections 53094 and 53097.3 (“Zoning Exemption”) within thirty (30) days of the Effective Date, and, thereafter, shall timely provide the required notice to City as required by Government Code Section 53094(c). If District does not approve the Zoning Exemption within this time frame, Charter School shall have the right to unilaterally terminate the Agreement effective upon delivery of written notice to City and District.

3. No Expansion. District and Charter School agree to restrict the scope of the Zoning Exemption request and approval to the Campus and, specifically, to exclude altogether the Vacant

Site from this Agreement's Zoning Exemption. Further, Charter School, or any successor charter school, agrees not to: (1) submit any future request to District to exempt any school-related uses of the Vacant Site and/or Contiguous Parcels from the Zoning Ordinance; or (2) submit any future application to City for approval to use or develop the Vacant Site and/or Contiguous Parcels for any school-related uses. Charter School's latter two obligations (1) and (2) shall survive the Term of this Agreement until such time as Charter School or any successor charter school no longer operates its school on the Campus.

4. Satisfaction of Proposition 39; Limited Future Requests. Upon District's final approval of the Zoning Exemption, Charter School and District agree to toll Charter School's current filed Proposition 39 request for the 2025-26 school year until all applicable statutes of limitations to challenge the Zoning Exemption have expired. Effective upon such running of all applicable statutes of limitations to challenge the Zoning Exemption without the filing of a challenge, or if a challenge is filed, upon the entry of any final judgment upholding the Zoning Exemption, Charter School agrees to withdraw its Proposition 39 request for the 2025-26 school year, and further, that its right to file any future Proposition 39 requests during the Term of this Agreement are waived and relinquished. Effective upon the District's final approval of the Zoning Exemption in accordance with the requirements of this Agreement, and the running of all applicable statutes of limitations to challenge the Zoning Exemption without the filing of a challenge, or if a challenge is filed, upon the entry of any final judgment upholding the Zoning Exemption, it shall be deemed that the District has made full and complete satisfaction of any obligation of the District to provide facilities, including furnishings and equipment, to Charter School under Proposition 39 and its Implementing Regulations through July 31, 2044, regardless of Charter School's in-District enrollment or average daily attendance. Notwithstanding the foregoing, Charter School may file a future Proposition 39 request upon the occurrence, or receipt of written notice of the potential occurrence, of any of the following: (1) rescission by the District of the Zoning Exemption; (2) termination of that certain School Site Lease Agreement between Spinnaker Ventures LLC, Charter School and District dated August 29, 2013, as amended from time to time, if such termination is due to court order, destruction of the Campus or eminent domain, provided Charter School exercises all reasonable efforts in good faith to resist such termination; (3) action by City or District that results in the termination of Charter School's operation of the Campus for its purposes as a school. However, Charter School shall not be entitled to, and District shall not be obligated to provide, District facilities pursuant to Proposition 39 unless items (1), (2), or (3) actually occur. The provisions of this paragraph are limited strictly to actions that the District might take specifically regarding the Zoning Exemption and Charter School's use of the Campus site. Nothing in this paragraph or this Agreement shall serve to limit or restrict District's authority and discretion as Charter School's chartering authority, including but not limited to, District's oversight authority and/or the District's actions regarding material revision, renewal, and/or revocation of the Charter School's Charter. The provisions of this paragraph shall survive the termination of the Term of this Agreement.

5. **Waiver of Right to Challenge Zoning Rescission.** City agrees to waive, release, and forfeit any right to object to or challenge the Zoning Exemption, including any legal challenge pursuant to California Government Code Section 53094(c).

6. **Rescission of Entitlements.** Following District's final approval of the Zoning Exemption and the running of all applicable appeal periods and statutes of limitations to challenge the Zoning Exemption without the filing of a challenge, or if a challenge is filed, upon the entry of any final judgment upholding the Zoning Exemption, and upon Charter School's written request to rescind the Entitlements issued for the Campus, City agrees to take action on the request to rescind the Entitlements as soon as reasonably possible and no later than ninety (90) days following the date of such request ("Rescission"). If City rescinds the Entitlements, Charter School agrees that the indemnification condition of approval associated with the Entitlements set forth in Condition No. 9 of the Special Use Permit will survive the Rescission such that Charter School will remain obligated under that condition and the agreement executed pursuant to that condition to defend, indemnify and hold City harmless from and against any claims, liabilities and obligations, including attorneys' fees and costs, arising out of or related to the Entitlements until any/all legal challenges to the Entitlements have been fully and finally resolved or concluded.

7. **No Interference; Cooperation.** District agrees not to interfere with or oppose, and to provide reasonable administrative cooperation to Charter School in any efforts to further improve the Campus for its use as a grade 6-12 charter school. District shall notify Charter School in writing no later than eighteen (18) months prior to taking any potential action that may result in rescission of the Zoning Exemption or otherwise result in the termination of Charter School's operation of the Campus for its purposes as school. The provisions of this paragraph are limited strictly to actions that the District might take specifically regarding the Zoning Exemption and Charter School's use of the Campus site. Nothing in this paragraph or this Agreement shall serve to limit or restrict District's authority and discretion as Charter School's chartering authority, including but not limited to, District's oversight authority and/or the District's actions regarding material revision, renewal, and/or revocation of the Charter School's Charter.

8. **Indemnification; Defense of Litigation Challenge.**

a. Charter School shall defend, indemnify, and hold harmless District and City and their respective elected and appointed officials and officers and attorneys (collectively, the "Indemnified Parties"), from and against, any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, errors, omissions, obligations, and/or costs, including attorneys' fees and costs, arising out of or related to this Agreement, the Zoning Exemption or the Rescission, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties. Charter School's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, errors, omissions,

obligations, and/or costs. Charter School's indemnity obligations under this Section shall not extend to require indemnification of an Indemnified Party for claims occasioned by the sole negligence or willful misconduct of that Indemnified Party. The provisions of this Section shall survive termination or expiration of this Agreement.

b. The Parties shall reasonably cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the approval or validity of this Agreement, the Zoning Exemption or the Rescission (collectively, "Litigation Challenge"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. Charter School shall contest or defend against such Litigation Challenge, including, without limitation, as follows: (i) Charter School shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) District and/or City may, in their sole discretion, elect to be separately represented by the legal counsel of their choice with the reasonable costs of such representation to be paid by Charter School; (iii) Charter School shall reimburse District and City, within thirty (30) business days following their written demand therefor, which may be made from time to time during the course of such litigation, all documented and reasonable costs incurred by District and/or City in connection with the Litigation Challenge, including but not limited to District and/or City's administrative, legal, and court costs; and (iv) Charter School shall indemnify, defend, and hold harmless District and City from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against District and City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to District and City's approval, which shall not be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement, the settlement shall not become effective unless such amendment or modification is approved in writing by the Parties in accordance with Applicable Law, and the Parties, and each of them, reserves their full legislative discretion with respect thereto to the extent applicable. If Charter School opts not to or fails to contest or defend such Litigation Challenge, District and/or City shall have no obligation to do so, but can elect to defend such Litigation Challenge in which case Charter School shall also reimburse District and/or City all reasonable costs incurred to contest or defend such Litigation Challenge under the same terms as discussed above in (b)(iii). The provisions of this Section shall survive termination or expiration of this Agreement.

9. Default; Remedies. Subject to extensions of time by the Parties' mutual consent in writing and except as otherwise provided by this Agreement, breach of, failure, or delay by any Party to perform any term or condition of this Agreement shall constitute a "Default." In the event of any alleged Default of any term, condition, or obligation of this Agreement, the Party alleging such Default shall give the defaulting Party notice in writing specifying the nature of the alleged Default and the manner in which such Default may be satisfactorily cured ("Notice of Breach").

The defaulting Party shall cure the Default within forty-five (45) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is nonmonetary and such that it cannot reasonably be cured within such forty-five (45) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no Default shall exist, and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a Default shall exist under this Agreement and a non-defaulting Party may exercise any right or remedy at law or in equity, including by specific performance, which that Party may have by reason of such default or breach.

10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service addressed as follows, unless otherwise explicitly specified pursuant to the terms of this Agreement:

If to District:

Pajaro Valley Unified School District
Attn: Superintendent
294 Green Valley Road
Watsonville, CA 95076

If to City:

City of Watsonville
Attn: City Attorney
250 Main St.
Watsonville, CA 95076

If to Charter School:

Ceiba Public Schools
Attn: Superintendent
215 Locust Street
Watsonville, CA 95076

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) non-holiday business days after deposit in the United States mail.

11. **Independent Status.** This Agreement is by and between three independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

13. **Legal Interpretation.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Cruz County, California.

14. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and assigns, and no member of the public or other person or entity shall be entitled to rely on or receive any benefit from or enforce against any Party any provision hereof.

17. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

18. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, be construed to limit or extend the meaning of this Agreement, nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

19. **Section References.** Any reference to a Section of this Agreement cited without a decimal includes all Sections following the cited Section.

20. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable, or contrary to law, statute, and/or ordinance in any respect, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of the Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall continue as valid, legal, and enforceable. .

21. **Incorporation of Recitals.** The Recitals are incorporated herein by reference.

22. **Authority.** The individuals signing this Agreement represent and warrant that they are duly authorized on behalf of the respective Boards of the Parties to execute this Agreement and that the respective Boards of the Parties hereto authorized this Agreement by action at a noticed public meeting of each Party.

23. **Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other Party by PDF or DocuSign or similar technology, which version of the Agreement shall be deemed to be, and utilized in all respects as, an original, wet-inked document. If one or more Parties choose to sign this Agreement with electronic signatures, such signatures will be obtained in compliance with the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.) and Government Code Section 16.5 pertaining to digital signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date:

**PAJARO VALLEY UNIFIED
SCHOOL DISTRICT**

By: _____

Its: _____

Date: _____

CITY OF WATSONVILLE

By: _____

Its: _____

Date: _____

CEIBA PUBLIC SCHOOLS

By: Michael G. Jones

Its: Board President

Date: 3/19/2025

approved 4-0

Exhibit A

Campus Legal Description

LEGAL DESCRIPTION

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

BEING A PORTION OF LOT 3 AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN VOLUME 47, PAGE 1, SANTA CRUZ COUNTY RECORDS, SITUATE IN THE CITY OF WATSONVILLE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF LOT 3, LYING IN THE NORTHERLY RIGHT-OF-WAY OF RIVERSIDE DRIVE, AS SHOWN ON SAID PARCEL MAP; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, NORTH 39° 45' 28" WEST, 262.41 FEET; THENCE, ACROSS SAID LOT 3 THE FOLLOWING THREE (3) COURSES: 1) NORTH 50° 12' 11" EAST, 32.37 FEET; 2) NORTH 39° 47' 49" WEST, 163.42 FEET; AND 3) NORTH 50° 12' 11" EAST, 21.18 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE, ALONG SAID NORTHWESTERLY LINE SOUTH 39° 42' 05" EAST, 7.09 FEET AND NORTH 50° 19' 44" EAST, 238.18 FEET TO THE NORTH CORNER OF SAID LOT 3; THENCE, ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 39° 44' 27" EAST, 53.00 FEET; 2) NORTH 48° 37' 57" EAST, 5.70 FEET; 3) SOUTH 42° 04' 33" EAST, 169.46 FEET; 4) NORTH 48° 20' 33" EAST, 61.50 FEET; AND 5) NORTH 39° 37' 35" EAST, 38.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF LOCUST STREET; THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 39° 44' 27" EAST, 58.00 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 47° 15' 48" WEST, 96.20 FEET; 2) SOUTH 39° 49' 20" WEST, 11.52 FEET; 3) SOUTH 50° 14' 18" WEST, 242.08 FEET; AND 4) SOUTH 39° 49' 54" EAST, 141.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE, ALONG RIGHT-OF-WAY LINE SOUTH 51° 26' 43" WEST, 53.89 TO THE POINT OF BEGINNING.

SAID PARCEL IS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 1999 AS INSTRUMENT NO. 1999-0012487, SANTA CRUZ COUNTY RECORDS.

APN: 017-161-51

Exhibit B

Vacant Site Legal Description

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

BEGINNING ON THE NORTHEASTERN WALL LINE OF LOCUST STREET, DISTANT THEREON SOUTH 41 DEGREES 25' EAST 306.25 FEET FROM THE SOUTHEASTERN WALL LINE OF SECOND STREET AND RUNNING THENCE ALONG THE SAID NORTHEASTERN WALL LINE OF LOCUST STREET, SOUTH 41 DEGREES 25' EAST 47.74 FEET; THENCE LEAVING LOCUST STREET AND ALONG LANDS OF THE CALIFORNIA SPRAY CHEMICAL CO., AND OTHERS, NORTH 38 DEGREES 55' EAST 179.65 FEET TO LANDS OF ONE PISTA; THENCE ALONG SAID LANDS OF PISTA, NORTH 45 DEGREES 25' WEST 32.50 FEET; THENCE LEAVING SAID LANDS OF PISTA SOUTH 43 DEGREES 39' WEST 175.49 FEET TO THE PLACE OF BEGINNING.

APN: 017-162-15

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

BEGINNING ON THE NORTHEASTERN WALL LINE OF LOCUST STREET DISTANT THEREON SOUTH 41 DEGREES 25' EAST 258.25 FEET FROM THE SOUTHEASTERN WALL LINE OF SECOND STREET, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SAID NORTHEASTERN WALL LINE OF LOCUST STREET, SOUTH 41 DEGREES 25' EAST 48.00 FEET; THENCE LEAVING LOCUST STREET NORTH 43 DEGREES 29' EAST 175.49 FEET TO LANDS OF ONE PISTA; THENCE ALONG SAID LANDS OF PISTA NORTH 45 DEGREES 25' WEST 41.30 FEET; THENCE LEAVING SAID LANDS OF PISTA SOUTH 45 DEGREES 50' WEST 172.21 FEET TO THE PLACE OF BEGINNING; BEING PART OF THE LAND DESCRIBED IN THE DECREE OF DISTRIBUTION IN THE MATTER OF THE ESTATE OF JENS PETERSEN, DECEASED, A CERTIFIED COPY OF WHICH IS OF RECORD IN VOLUME 278 OF DEEDS, PAGE 235, IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF SANTA CRUZ.

APN: 017-162-16