

A G E N D A

Meeting of the
**Oversight Board for the
Successor Agency of the
Scotts Valley Redevelopment Agency**

1 Civic Center Drive
Scotts Valley, CA 95066
(831) 440-5600

Date: January 27, 2016

Time: 4:00 p.m.

MEETING LOCATION Scotts Valley City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING The agenda was posted 1-22-16 at City Hall, Scotts Valley Senior Center, Scotts Valley Library and on the Internet at www.scottsvalley.org .
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OVERSIGHT BOARD MEMBERS Dene Bustichi, Scotts Valley City Council Jack Dilles, Scotts Valley Community Member Corrie Kates, City of Scotts Valley, Community Development Director/Deputy City Manager Bruce McPherson, Santa Cruz County Board of Supervisors Mike Roske, Scotts Valley Unified School District Art Smith, Scotts Valley Fire Protection District Donna Ziel, Cabrillo Community College Governing Board	SUCCESSOR AGENCY STAFF Chuck Comstock, Interim Executive Director Tracy Ferrara, Secretary Kirsten Powell, Counsel Scott Hamby, Public Works Director Michelle Fodge, Senior Planner
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Agenda and Agenda Packet Materials: The Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency agenda and the complete agenda packet are available for review by 5:00 pm, 72 hours prior to the meeting, on the Internet at the City's website: www.scottsvalley.org and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvalley.org .

CALL TO ORDER 4:00 p.m.

ROLL CALL

PUBLIC COMMENT TIME

(This is the opportunity for individuals to make and/or submit written or oral comments to the Board on any items within the purview of the Board, which are **NOT** part of the Agenda. No action on the item may be taken, but the Board may request the matter be placed on a future agenda.)

ALTERATIONS TO CONSENT AGENDA

(Board can remove or add items to the Consent Agenda.)

CONSENT AGENDA

(The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any item may do so by raising their hand to be recognized by the Chair.)

- A. Approve Oversight Board meeting minutes of 9-30-15
- B. Approve Resolution No. OB-28 a resolution of the Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency approving a proposed administrative budget for the twelve-month fiscal period from July 1, 2016 through June 30, 2017 and taking certain related actions
- C. Approve Resolution No. OB-29 a resolution of the Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency approving a recognized obligation payment schedule (ROPS) for the twelve-month fiscal period from July 1, 2016 through June 30, 2017 and taking certain related actions

ALTERATIONS TO REGULAR AGENDA

(Board can remove or add items to the Regular Agenda.)

REGULAR AGENDA

(Persons wishing to speak on any item may do so by raising their hand to be recognized by the Chair.)

1. Approve Resolution No. OB-30 authorizing the Executive Director of the Successor Agency of the Scotts Valley Redevelopment Agency to sign that certain easement agreement between the Successor Agency of the Scotts Valley Redevelopment Agency, the Santa Cruz Metropolitan Transit District and the Scotts Valley Water District for that certain real property located along Kings Village Road (APN No. 022-212-16)

ADJOURNMENT

The Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency does not discriminate against persons with disabilities. The Scotts Valley City Council Chambers is an accessible facility. If you wish to attend a Board meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the Secretary's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a Board meeting be available in an alternative format consistent with a specific disability, please call the Secretary's Office. The California State Relay Service (TDD to voice: 1-800-735-2929, voice to TDD: 1-800-735-2922), provides Telecommunications Devices for the Deaf and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

THE FOLLOWING IS THE PROCEDURE BOARD SHOULD TAKE IN APPROVAL OF A RESOLUTION:

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE BOARD SHOULD TAKE IN INTRODUCTION/ADOPTION OF AN ORDINANCE:

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE BOARD SHOULD TAKE IN PUBLIC COMMENT/PUBLIC HEARINGS:

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



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MINUTES

Meeting of the Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency

Date: September 30, 2015

POSTING:

The agenda was posted on 9-25-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 4:00 p.m.

ROLL CALL

Board Members:

Present:

Dene Bustichi, Scotts Valley City Council
Jack Dilles, Scotts Valley Community Member
Corrie Kates, City of Scotts Valley, Community
Development Director/Deputy City Manager
Mike Roske, Scotts Valley Unified School District
Art Smith, Scotts Valley Fire Protection District
Donna Ziel, Cabrillo Community College Governing Board

Absent:

Bruce McPherson, Santa Cruz County Board of Supervisors

Successor Agency Staff:

Present:

Steve Ando, Executive Director
Tracy Ferrara, Secretary
Kirsten Powell, Counsel
Michelle Fodge, Senior Planner

Absent:

Scott Hamby, Public Works Director

PUBLIC COMMENT None.

**ALTERATIONS TO
CONSENT AGENDA**

BM Dilles requested that Item C be moved to the regular agenda for discussion.

M/S: Dilles/Ziel

To approve the Consent Agenda as amended moving Item C to the regular agenda for discussion.

Carried 6/0/1 (AYES: Bustichi, Dilles, Kates, Roske, Smith, Ziel; ABSENT: McPherson)

Consent Agenda:

A. Approve Oversight Board meeting minutes of 3-25-15

- B. Approve Resolution No. OB-26 a resolution of the Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency approving a proposed administrative budget for the six-month fiscal period from January 1, 2016 through June 30, 2016 and taking certain related actions

**ALTERATIONS TO
REGULAR AGENDA**

M/S: Dilles/Ziel

To approve the Regular Agenda.

Carried 6/0/1 (AYES: Bustichi, Dilles, Kates, Roske, Smith, Ziel; ABSENT: McPherson)

REGULAR AGENDA

- C. Approve Resolution No. OB-27 a resolution of the Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency approving a recognized obligation payment schedule (ROPS) for the six-month fiscal period from January 1, 2016 through June 30, 2016 and taking certain related actions

ED Ando presented the written staff report and responded to questions from Council.

M/S: Dilles/Smith

To approve Resolution No. OB-27 a resolution of the Oversight Board for the Successor Agency of the Scotts Valley Redevelopment Agency approving a recognized obligation payment schedule (ROPS) for the six-month fiscal period from January 1, 2016 through June 30, 2016 and taking certain related actions.

Carried 6/0/1 (AYES: Bustichi, Dilles, Kates, Roske, Smith, Ziel; ABSENT: McPherson)

1. Future Board agenda items

BM Dilles requested a potential future agenda item regarding communication and the role of the Oversight Board.

ADJOURNMENT The meeting adjourned at 4:18 p.m.

Approved: _____
Dene Bustichi, Chair

Attest: _____
Tracy A. Ferrara, Secretary

**Successor Agency of the Scotts Valley Redevelopment Agency
INTEROFFICE MEMORANDUM**

DATE: January 27, 2016
TO: Honorable Chairperson and Oversight Board Members
FROM: Kirsten Powell, Agency Counsel
SUBJECT: **Approval of Administrative Budget for July 1, 2016 through
June 30, 2017**

SUMMARY OF ISSUE

Pursuant to Part 1.85 of Division 24 of the California Health and Safety Code (the "Redevelopment Dissolution Law"), the Successor Agency must prepare a proposed administrative budget and a Recognized Obligation Payment Schedule ("ROPS") for the twelve-month fiscal period, which must also be submitted to the Oversight Board for approval. Each proposed administrative budget must include all of the following: (1) estimated amounts for Successor Agency administrative costs for the applicable twelve-month fiscal period; (2) proposed sources of payment for the administrative costs; and (3) proposals for arrangements for administrative and operations services provided by the City or other entity.

The Redevelopment Dissolution Law is unclear regarding the required timing for the submission of the proposed administrative budget for the period from July 1, 2016 through June 30, 2017 (*i.e.*, the fiscal year 2016-17) ("Administrative Budget 16-17") to the Successor Agency and the Oversight Board. However, because the Successor's Agency's administrative expenditures also have to be reflected on the ROPS, Administrative Budget 16-17 and the ROPS for the same period ("ROPS 16-17") should be consistent.

The Successor Agency is required to submit ROPS 16-17 to the Oversight Board for approval and then submit the Oversight Board-approved ROPS 16-17 to the State Department of Finance, State Controller and the County Auditor-Controller no later than February 1, 2016. Staff has prepared a ROPS 16-17 for the Oversight Board's approval at this meeting as a separate agenda item. Staff recommends that the Board approve Administrative Budget 16-17 on the same date as the Board's approval of ROPS 16-17.

Both the Administrative Budget 16-17 and the ROPS 16-17 were presented to the Successor Agency at its January 20, 2016 meeting and were approved.

FISCAL IMPACT

Under the Redevelopment Dissolution Law, an “Administrative Cost Allowance” is paid to the Successor Agency from property tax revenues allocated by the County Auditor-Controller. The Administrative Cost Allowance is defined as an amount, subject to the approval of the Oversight Board, which is up to 3% of the property tax allocated for enforceable obligations from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller. The amount shall not be more than \$250,000 for any fiscal year unless the Oversight Board reduces this amount. The Administrative Cost Allowance is subject to reduction if there are insufficient funds to pay the enforceable obligations as listed on the ROPS.

STAFF RECOMMENDATION

Staff recommends that the Oversight Board adopt Resolution No. OB-28, approving a proposed administrative budget for the twelve-month fiscal period from July 1, 2016 through June 30, 2017, and taking certain other related actions.

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RESOLUTION NO. OB-28

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY APPROVING A PROPOSED ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD FROM JULY 1, 2016 THROUGH JUNE 30, 2017 AND TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. Pursuant to Health and Safety Code Section 34177(j), the Successor Agency of the Scotts Valley Redevelopment Agency (the "Successor Agency") must prepare a proposed administrative budget for each twelve-month fiscal period (commencing each July 1) and submit each proposed administrative budget to the Oversight Board for the Successor Agency (the "Oversight Board") for approval.

B. There has been presented to the Oversight Board for approval a proposed administrative budget for the Successor Agency for the twelve-month fiscal period from July 1, 2016 through June 30, 2017 ("Administrative Budget 16-17").

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY FOR THE SCOTTS VALLEY REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Oversight Board hereby approves the proposed Administrative Budget 16-17 substantially in the form attached hereto as Exhibit A.

Section 3. The staff of the Successor Agency is hereby directed to provide the Oversight Board the attached Administrative Budget 16-17 for its consideration and approval.

Section 4. The officers of the Oversight Board and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

PASSED, APPROVED AND ADOPTED this 27th day of January, 2016.

AYES:
NOES:
ABSENT:
ABSTAIN:

Dene Bustichi, Chair

ATTEST:

Tracy Ferrara, Secretary

EXHIBIT A

**SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY
ADMINISTRATIVE BUDGET
(July 1, 2016 through June 30, 2017)**

SUCCESSOR AGENCY OF THE
SCOTTS VALLEY REDEVELOPMENT AGENCY

ADMINISTRATIVE BUDGET
JULY 1, 2016 TO JUNE 30, 2017

Administrative Services Provided by the City of Scotts Valley:

\$ 230,000

Including, but not limited to:

City Staff services

City Attorney services

City marketing services

Hiring of outside Legal Services

Hiring of outside bond trustee services

Note: The above costs will be paid from the Administrative
Cost Allowance.

**Successor Agency of the Scotts Valley Redevelopment Agency
INTEROFFICE MEMORANDUM**

DATE: January 27, 2016
TO: Honorable Chairperson and Oversight Board Members
FROM: Kirsten Powell, Agency Counsel
SUBJECT: **Approval of Recognized Obligation Payment Schedule (ROPS) 16-17
July 1, 2016 through June 30, 2017**

SUMMARY OF ISSUE

Pursuant to Part 1.85 of Division 24 of the California Health and Safety Code (the “Redevelopment Dissolution Law”), the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for the twelve-month fiscal period (commencing each July 1), listing the payments to be made by the Successor Agency during such period. All ROPS must then be approved by the Oversight Board. Furthermore, each Oversight Board-approved ROPS must be submitted to the State Department of Finance (“DOF”) for review and approval.

The attached ROPS is due to the DOF by February 1, 2016. The attached ROPS was presented and approved at the January 20, 2016, Successor Agency Board meeting.

FISCAL IMPACT

The preparation and submittal of ROPS 16-17 is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period from July 1, 2016 to June 30, 2017.

STAFF RECOMMENDATION

Staff recommends that the Oversight Board adopt Resolution No. OB-29, approving the Recognized Obligation Payment Schedule for the twelve-month fiscal period from July 1, 2016 through June 30, 2017 and taking certain related actions.

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RESOLUTION NO. OB-29

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE TWELVE-MONTH FISCAL PERIOD FROM JULY 1, 2016 THROUGH JUNE 30, 2017, AND TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. Pursuant to Health and Safety Code Section 34177(I), the Successor Agency of the Scotts Valley Redevelopment Agency (the "Successor Agency") must prepare a proposed Recognized Obligation Payment Schedule ("ROPS") before each twelve-month fiscal period (commencing each July 1) and submit each proposed ROPS to the Oversight Board of the Successor Agency (the "Oversight Board") for approval.

B. There has been presented to the Oversight Board for approval a proposed ROPS for the Successor Agency for the twelve-month fiscal period from July 1, 2016 through June 30, 2017 ("ROPS 16-17").

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY FOR THE SCOTTS VALLEY REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Oversight Board hereby approves the proposed ROPS 16-17, substantially in the form attached hereto as Exhibit A. Staff of the Successor Agency is hereby authorized and directed to provide the Oversight Board the attached ROPS 16-17 for its consideration and approval.

Section 3. The officers and the staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

PASSED, APPROVED AND ADOPTED this 27th day of January, 2016.

AYES:
NOES:
ABSENT:
ABSTAIN:

Dene Bustichi, Chair

ATTEST:

Tracy Ferrara, Secretary

EXHIBIT A

**SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(July 1, 2016 through June 30, 2017)**

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: Scotts Valley
 County: Santa Cruz

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding			
A Sources (B+C+D):	\$ 150,014	\$ 150,014	\$ 300,028
B Bond Proceeds Funding	-	-	-
C Reserve Balance Funding	-	-	-
D Other Funding	150,014	150,014	300,028
E Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 1,232,112	\$ 1,586,480	\$ 2,818,592
F Non-Administrative Costs	1,117,112	1,471,480	2,588,592
G Administrative Costs	115,000	115,000	230,000
H Current Period Enforceable Obligations (A+E):	\$ 1,382,126	\$ 1,736,494	\$ 3,118,620

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Scotts Valley Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	16-17A					Q	16-17B					W															
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)						RPTTF						Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					RPTTF									
											Bond Proceeds						Reserve Balance						Other Funds					Non-Admin					Admin				
											Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date		Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired		ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total		
								\$ 53,029,452		\$ 3,118,620			\$ 150,014	\$ 1,117,112	\$ 115,000	\$ 1,382,126			\$ 150,014	\$ 1,471,480	\$ 115,000	\$ 1,736,494															
1	2006 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	6/6/2006	8/1/2029	Bank of New York	Bonds issue to fund non-housing projects	Scotts Valley	5,001,739	N	\$ 539,828				269,259		\$ 269,259					270,569	\$ 270,569															
2	2009 Lease Rev Bonds Series A	Bonds Issued On or Before 12/31/10	12/8/2009	10/1/2039	Bank of New York	Bonds issue to fund non-housing projects	Scotts Valley	11,235,218	N	\$ 300,028			150,014			\$ 150,014			150,014			\$ 150,014															
3	2009 Lease Rev Bonds Series B	Bonds Issued On or Before 12/31/10	12/8/2009	10/1/2030	Bank of New York	Bonds issue to fund non-housing projects	Scotts Valley	6,102,057	N	\$ 262,458				131,229		\$ 131,229					131,229	\$ 131,229															
4	2003 Certificate of Participation	Bonds Issued On or Before 12/31/10	4/23/2003	10/1/2031	Bank of New York	Bonds issue to fund non-housing projects	Scotts Valley	1,255,742	N	\$ 45,125				22,563		\$ 22,563					22,562	\$ 22,562															
5	1997 Note Payable	Bonds Issued On or Before 12/31/10	6/4/1997	7/1/2027	Scotts Valley Water District	Note issue to fund non-housing projects	Scotts Valley		N																												
6	Loan Agreement	City/County Loans On or Before 6/27/11	8/7/1980	11/27/2040	City of Scotts Valley	City Loan entered into on 8/7/80	Scotts Valley	3,347,396	N	\$ -						\$ -						\$ -															
7	Reimbursement Agreement	Bonds Issued On or Before 12/31/10	12/8/2009	10/1/2039	City of Scotts Valley	Lease Payments	Scotts Valley	11,235,218	N	\$ 300,028				150,014		\$ 150,014					150,014	\$ 150,014															
8	Loan Agreement	City/County Loans On or Before 6/27/11	7/16/2009	11/27/2040	City of Scotts Valley	Loan from Wastewater Enterprise Fund	Scotts Valley	1,655,931	N	\$ -						\$ -						\$ -															
9	Loan	SERAF/ERAF	5/6/2011	5/6/2016	SV Successor Housing Agency	Repayment of SERAF Loan	Scotts Valley	305,791	N																												
10	Loan	SERAF/ERAF	5/10/2010	5/10/2015	SV Successor Housing Agency	Repayment of SERAF Loan	Scotts Valley	1,130,247	N																												
11	Loan	SERAF/ERAF	4/11/2003	4/11/2013	SV Successor Housing Agency	Repayment of ERAF Loan	Scotts Valley		N	\$ -						\$ -						\$ -															
12	Loan	SERAF/ERAF	4/6/2003	4/6/2014	SV Successor Housing Agency	Repayment of ERAF Loan	Scotts Valley	71,201	N	\$ 71,201				71,201		\$ 71,201						\$ 71,201															
13	Loan	SERAF/ERAF	4/18/2003	4/18/2015	SV Successor Housing Agency	Repayment of ERAF Loan	Scotts Valley	246,452	N	\$ 11,724				11,724		\$ 11,724						\$ 11,724															
14	Services Contract	Professional Services	3/8/2011	3/8/2030	SV Chamber of Commerce	Marketing Services	Scotts Valley	350,000	N	\$ 25,000					25,000	\$ 25,000						\$ 25,000															
15	Rental Assistance Agreement	Miscellaneous	10/20/1999	10/20/2029	Acorn Court Apartments	Affordable Housing Rent Subsidy	Scotts Valley	572,569	N	\$ 42,282				21,141		\$ 21,141					21,141	\$ 21,141															
16	Rental Assistance Agreement	Miscellaneous	6/7/2000	6/7/2030	Bay Tree, LLC	Affordable Housing Rent Subsidy	Scotts Valley	682,442	N	\$ 43,445				21,722		\$ 21,722					21,723	\$ 21,723															
17	Rental Assistance Agreement	Miscellaneous	9/1/2007	9/1/2037	Rod Markell	Affordable Housing Rent Subsidy	Scotts Valley		N																												
20	Services Agreement	Admin Costs	3/8/2011	11/27/2040	City of Scotts Valley	Administrative Services	Scotts Valley	3,485,000	N	\$ 205,000					90,000	\$ 90,000						\$ 90,000															
22	2009 Lease Rev Bonds Series A	Bonds Issued On or Before 12/31/10	12/8/2009	10/1/2039	Bank of New York	Bonds issue to fund non-housing projects	Scotts Valley		N																												
23	Court Judgment	Litigation	2/20/2015	11/27/2040	County of Santa Cruz	Payment pursuant to court judgment	Scotts Valley	2,175,220	N	\$ 370,000						\$ -					370,000	\$ 370,000															
24	Court Judgment	Litigation	2/20/2015	11/27/2040	County of Santa Cruz	Payment pursuant to court judgment	Scotts Valley	3,504,229	N	\$ 229,501				118,259		\$ 118,259						111,242	\$ 111,242														
25	Court Judgment	Litigation	2/20/2015	11/27/2040	County of Santa Cruz	Payment pursuant to court judgment	Scotts Valley	413,000	N	\$ 413,000				150,000		\$ 150,000						263,000	\$ 263,000														
26	Court Judgment	Litigation	2/20/2015	11/27/2040	City of Scotts Valley	Payment pursuant to court judgment	Scotts Valley	260,000	N	\$ 260,000				150,000		\$ 150,000						110,000	\$ 110,000														
27									N	\$ -						\$ -						\$ -															
28									N	\$ -						\$ -						\$ -															
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**Scotts Valley Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H	I	
		Fund Sources							
		Bond Proceeds		Reserve Balance		Other	RPTTF		
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)									
1	Beginning Available Cash Balance (Actual 07/01/15)						79,033		
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015					150,014	675,323		
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)					150,014	665,967		
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						7,143	January 2016 Affordable Housing Rent Subsidy	
5	ROPS 15-16A RPTTF Balances Remaining	No entry required							
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,246		
ROPS 15-16B Estimate (01/01/16 - 06/30/16)									
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ 7,143	\$ -	\$ 81,246		
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016					150,014	1,299,699		
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)					150,014	1,315,315		
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ 7,143	\$ -	\$ 65,630		

Oversight Board of the Scotts Valley Redevelopment Successor Agency MEMORANDUM

DATE: January 27, 2016

TO: Honorable Chair and Board Members

FROM: Kirsten Powell, Board Counsel

SUBJECT: **Approval of Easement Agreement Between the Santa Cruz Metropolitan Transit District. The Scotts Valley Redevelopment Successor Agency and the Scotts Valley Water District, APN 022-212-16**

SUMMARY OF ISSUE

The Santa Cruz Metropolitan Transit District (“Metro”) and the Scotts Valley Redevelopment Successor Agency (“Agency”) are the owners on the property on which the Transit Center is located, APN 022-212-16 (the “Property”). Metro operates and maintains the Transit Center and the Property. The Scotts Valley Water District (“District”) is in the process of constructing a stormwater system and related facilities along Kings Village Road. The District has requested a non-exclusive easement on the Property from Metro and the Agency in order to construct certain improvements for the system. The improvements include an underground detention tank and gravel reservoir, stormwater bilfiltration cells, pervious concrete pavement, and stormwater conveyance facilities.

Pursuant to the agreement, the District will indemnify the Agency for any claims resulting from the easement. The District will also maintain insurance naming the Agency as an additional insured during construction of the improvements. The District is responsible for maintaining and repairing the improvements. The easement will not impair the public use of the Property as the Transit Center.

Metro staff has approved the easement document, but the Metro Board has not yet granted the easement. Metro’s Board’s consideration of the easement is contingent on the District obtaining funding for the project and hiring a contractor.

The Scotts Valley Redevelopment Successor Agency approved the grant of the easement subject to the District obtaining funding and hiring a contractor by resolution on January 20, 2016.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

That the Board approve Resolution No. OB-30 and the Easement Agreement subject to the District obtaining funding and a contractor for the project.

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Easement Agreement	5

RESOLUTION NO. OB-30

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY TO SIGN THAT CERTAIN EASEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY, THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND THE SCOTTS VALLEY WATER DISTRICT FOR THAT CERTAIN REAL PROPERTY LOCATED ALONG KINGS VILLAGE ROAD (APN NO. 022-212-16)

WHEREAS, the former Redevelopment Agency of the City of Scotts Valley acquired a partial interest in that certain property located on Kings Village Road, APN No. 022-212-16 (the "Property") on February 7, 1996; and

WHEREAS, the Santa Cruz Metropolitan Transit District ("Metro") is the owner of the remainder of the Property; and

WHEREAS, the former Redevelopment Agency of the City of Scotts Valley was eliminated and the Successor Agency of the Scotts Valley Redevelopment Agency is now charged with winding down the obligations of the former Redevelopment Agency; and

WHEREAS, the Property is used as a transit center for Santa Cruz County and as such, can be retained by the Agency despite the winding down of the former Redevelopment Agency; and

WHEREAS, the Scotts Valley Water District desires to construct a storm water system, partially located on the Property; and

WHEREAS, all improvements are located underground and will not interfere with the operation of the Property as the transit center; and

WHEREAS, on January 20, 2016, by resolution, the Board of Directors of the Successor Agency of the Scotts Valley Redevelopment Agency authorized the Executive Director of the Successor Agency of the Scotts Valley Redevelopment Agency to execute the Easement Agreement subject to certain conditions; and

WHEREAS, the parties desire to enter into that certain Easement Agreement to enable the District to construct the improvements upon such time as the District has obtained the necessary funding for the project and has hired a contractor to construct the improvements.

NOW THEREFORE, the Board of Directors of the Oversight Board of the Successor Agency of the Scotts Valley Redevelopment Agency, hereby resolves as follows:

1. That the aforementioned findings are approved.
2. That the granting of the easement does not impair the use of the Property as a public facility.
3. That the Executive Director is authorized to execute that certain Easement Agreement at such time as the District obtains the necessary funding for the project and hires a contractor to complete the work.

PASSED, APPROVED, AND ADOPTED this 27th day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dene Bustichi, Chair

ATTEST:

Tracy Ferrara, Agency Secretary

Recording Requested By and
When Recorded Return To:

Scotts Valley Water District
2 Civic Center Dr.
Scotts Valley, CA 95066

**Scotts Valley Water District Official Business
Exempt from Recording Fees Pursuant to Government
Code Section 6103**

**Exempt from Transfer Tax pursuant to Revenue and
Taxation Code Section 11922**

Assessor's Parcel Number 022-212-16

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 2015, by and between the Santa Cruz Metropolitan Transit District ("METRO") and the Scotts Valley Redevelopment Agency ("SVRA") collectively known as "Grantors" and the Scotts Valley Water District ("SVWD") known as "Grantee".

RECITALS

A. Grantors are the owners of that certain real property located at 246 Kings Village Rd, Scotts Valley, CA 95066, ("Scotts Valley Transit Center") Santa Cruz County Assessor's Parcel Number 022-212-16, and more particularly described in Exhibit "A" of that certain Grant Deed recorded August 16, 2000 as Document No. 2000-0039601, Santa Cruz County Records (the "Property").

B. Grantee is a County Water District organized under Water Code Section 30000.

C. Grantee desires to construct a stormwater system and related facilities ("Stormwater System") on, over, through and within portions of Grantors' Property, and Grantee has requested that Grantors grant and convey a permanent non-exclusive easement ("Easement") for such purposes.

D. The Stormwater System includes an underground detention tank and gravel reservoir; stormwater biofiltration cells; pervious concrete pavement; prefabricated hydrodynamic separator for stormwater treatment; stormwater conveyance facilities including manholes and pipelines; precast concrete modular biofiltration units; and landscaping, irrigation and related improvements.

E. Grantors, by and through the Easement dedication as granted herein, reserve, subject to the terms and conditions set forth herein, the right to and will at all times control all airspace

rights and the use of airspace related to the subject Property for future development above the Easement.

F. Whereas the parties desire to enter into this Agreement to provide for the terms and conditions under which the Easement is granted by Grantors in favor of Grantee.

NOW, THEREFORE, Grantors and Grantee agree as follows:

1. Grant of Easements. Grantors hereby grant and convey to Grantee a non-exclusive permanent easement over that portion of Grantors' Property as described on Exhibit "A" and depicted on Exhibit "B" ("Easement Area") for the uses and purposes described in this Agreement.

2. Easement Purposes. Grantee, its contractors, agents and invitees, shall have the right to construct, install, use, repair and maintain, remove, replace, inspect, and test the Stormwater System and all facilities appurtenant thereto, in, under, across, along, above and upon the Easement Area, together with the right of ingress and egress relating to such uses.

3. No Interference. After the installation of the Stormwater System, Grantors shall not construct or maintain permanent improvements if such improvements will materially interfere with the Stormwater System.

4. Maintenance.

(a) Grantee is solely responsible for the maintenance, repair and replacement of the Stormwater System and Grantee's improvements and facilities within the Easement Area.

(b) Except as specifically provided herein, Grantee is responsible for all of Grantee's operations and its improvements, maintenance and repair of the Stormwater System within the Easement Area.

(c) The operation and maintenance of the Stormwater System is at the Grantee's sole cost and expense, except as set forth below.

(d) Any construction work by Grantee must be performed at such times and in such a manner as to minimize its impact on Grantors' operations and use of the Transit Center. Grantee must pay the cost to repair any damage to Grantors' Property or operations caused by Grantee or anyone entering the property at the direction of Grantee.

(e) Grantee must provide reasonable notice to Grantors prior to performing any construction, maintenance or repairs in the Property that would materially interfere with Grantor's use and enjoyment of the Scotts Valley Transit Center.

(f) In the event Grantee fails to maintain the Storm Water System and all of Grantee's improvements within the Easement Area in good condition and repair, Grantors may perform all necessary repairs and maintenance and will be entitled to reimbursement from Grantee for expenses reasonably incurred performing such maintenance and repairs; provided however, that Grantors have 1) provided previous written notice to Grantee of the necessary

repairs ; and 2) Grantee fails, within 30 days of receipt of the notice, to (a) carry out such maintenance or repairs or (b) notify Grantors, in writing, of its determination that such maintenance or repairs are unnecessary to maintain the Easement Area in good condition and repair. For purposes of this paragraph, "good condition and repair" means the condition generally maintained by Grantors of the Property. Notwithstanding anything herein to the contrary, nothing in this paragraph will preclude either party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute either prior to or during the notice period above, if necessary to protect the interests of such party.

5. Liens and Encumbrances. The Easement granted herein is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way that pertain to or are recorded against the Property prior to the Effective Date of this Easement. Any future encumbrances shall not interfere with Grantee's use and enjoyment of the Easement granted herein. Grantee will permit the placement by Grantors of public utilities or infrastructure in the Easement as required to serve Grantors' Property, subject to the requirement that the placement of such encumbrances shall not interfere with the Stormwater System or Grantee's use of the Easement.

6. Compliance with Law. Grantee shall comply with all applicable laws, ordinances and regulations, including, but not limited to, all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

7. Insurance. Grantee shall maintain, and Grantee shall cause its contractors to maintain in full force and effect during the term of this Easement, the following policies of insurance issued by an insurance company or companies authorized to do business in the State of California with a minimum "Best's" ratings of B+ or greater:

(a) Workers Compensation. As required by Section 1860 of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees, Grantee shall secure Workers' Compensation coverage with an Employer's Liability Limit of \$2,000,000. Grantee shall insure the procurement and maintenance of such insurance by all contractors or subcontractors engaged on the Property. The policy shall contain a waiver of subrogation in favor of Grantors, their respective successors and assigns, and their respective directors, officers, employees, agents, contractors and any other person acting on Grantors' behalf, as they now or as they may hereafter constituted singly, jointly or severally.

(b) Commercial General Liability. Grantee shall, at its own cost and expense, procure and maintain Commercial General Liability insurance. The policy shall include as additional insured Grantors, their respective successors and assigns, and their respective directors, officers, employees, agents, contractors and any other person acting on Grantors' behalf. The policy shall be primary and contain cross liability and severability of interest clauses. The policy shall have a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. This insurance shall include but not be limited to: premises and operations, contractual liability covering the indemnity obligations contained in this Easement; personal injury, explosion, collapse and underground coverage,

products and completed operations and broad form property damage. The policy shall contain a waiver of subrogation in favor of Grantors, their respective successors and assigns, and their respective directors, officers, employees, agents, contractors and any other person acting on Grantors' behalf, as they now or as they may hereafter constituted singly, jointly or severally.

(c) In addition to the requirements described above, Grantee shall maintain any other insurance that may be required by law statute or governmental regulations.

(d) Evidence of Coverage. Prior to occupying the Property, Grantee shall file a Certificate(s) of Insurance with the Grantors evidencing the coverage and endorsements.

8. Indemnification. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantors, the successor and assigns of any of them, and their officials, officers, agents and employees (collectively "Indemnitees"), from and against any and all liability, loss, damage, claims, expenses and costs arising out of the negligence or wrongful acts of Grantee in connection with Grantee's use or occupancy of the Property that may occur, or that may alleged to have occurred while in, upon, about, or in any way connected to the use of the Property by Grantee, its agents, employees, contractors, subcontractors or invitees. Provided, however, that the foregoing shall not apply to any claims for loss, damage, injury or liability caused solely by the gross negligence or willful misconduct of Indemnitees.

Grantee further agrees to defend (with counsel reasonably satisfactory to Grantors) any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising there from or incurred in connection therewith, and if any judgment be rendered against the Indemnitees in such action, Grantee shall, at its expense, satisfy and discharge the same. Grantee waives any and all rights to any type of express or implied indemnity against Indemnitees in any way arising from Grantee's use of the Property. This indemnity shall survive the termination of this Agreement, if any. If any term in this indemnity provision is found to be void or unenforceable, the remainder provisions shall remain in full force and effect.

9. Binding on Successors and Assigns. The covenants and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of Grantors and Grantee, and their successors and assigns.

10. Assignment. Grantee shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Grantee's interest in this Easement or in the use of the Easement and/or Property, without Grantors' prior written consent, which may be withheld in Grantors' sole discretion. Grantors shall respond to Grantee's request for consent thereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Agreement.

11. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

12. Entire Agreement. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any

such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

13. Cumulative Remedies. No remedy or election under this Agreement shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

14. Attorneys' Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party.

15. Consent. Whenever under this Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed and all such determinations shall be made on a reasonable basis and in a reasonable manner.

16. Authority. Each individual executing this Agreement on behalf of Grantors or Grantee represents and warrants that he or she is duly authorized to execute and deliver this Easement Agreement on behalf of said party.

17. Counterparts. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Agreement on the day and year first above written.

[SIGNATURE PAGE ATTACHED]

Grantors

Grantee

Santa Cruz Metropolitan Transit District

Scotts Valley Water District

By: _____

By: Piret Harmon, General Manager

Title: _____

Scotts Valley Redevelopment Agency

By: _____

Title: _____

Certificate of Acceptance of Easement

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed by this Easement Agreement to the Scotts Valley Water District, a public entity, is hereby accepted by approval of the Board of Directors of the Scotts Valley Water District and Grantee consents to recordation thereof.

Dated: _____, 2015

Scotts Valley Water District

By: Piret Harmon, General Manager

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, _____, Notary Public, personally appeared _____, 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 _____

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, _____, Notary Public, personally appeared _____, 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.

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State of California
County of _____

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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 _____

Exhibit A
Legal Description for Scotts Valley Water District Easement
Lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency
City of Scotts Valley

Situate in the City of Scotts Valley, County of Santa Cruz, State of California.

Being a portion of the lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency as shown on that certain Grant Deed recorded August 16, 2000 as Recorder's Serial Number 2000-0039601, Santa Cruz County Records.

Being a portion of Parcel C as shown and delineated on that certain Parcel Map entitled "Parcel Map of the Lands of George Ow," filed for record on December 9, 1987 in Volume 48 of Parcel Maps at Page 41, Santa Cruz County Records.

Being an easement for ground water recharge facilities for Scotts Valley Water District more particularly bounded and described as follow to wit;

Parcel A1

Beginning at a point in the southern boundary of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency from which a found nail and brass tag at the southwestern corner thereof stamped "LS 5418," as said brass tag is shown and delineated on that certain Record of Survey Map entitled "Record of Survey of the Lands of Santa Cruz Metropolitan Transit District, Situate in the City of Scotts Valley and being more particularly described in Document #2000-0039601 Official Records of Santa Cruz County, State of California," filed for record on July 2, 2008 in Volume 114 of Maps at Page 5, Santa Cruz County Records, bears South 89° 48' 00" West 90.60 feet distant.

Thence from said point of Beginning leaving said last mentioned boundary North 00°00'00" East 22.97 feet; thence South 90°00'00" East 13.38 feet; thence North 00°07'12" West 257.86 feet; thence South 89°59'52" West 78.41 feet; thence North 00°00'42" West 8.75 feet; thence South 89°56'18" West 4.63 feet; thence North 00°05'06" West 89.33 feet; thence South 89°54'54" West 12.37 feet; thence North 00°02'54" West 26.72 feet; thence South 90°00'00" East 228.87 feet; thence South 00°00'56" West 16.66 feet; thence North 90°00'00" West 177.61 feet; thence South 00°05'10" East 17.99 feet; thence South 89°59'50" East 19.39 feet; thence South 00°00'10" West 80.33 feet; thence South 90°00'00" East 30.93 feet; thence South 00°00'00" West 7.83 feet; thence North 90°00'00" West 3.03 feet; thence South 00°15'03" East 280.83 feet; thence South 34°36'16" East 1.57 feet; thence South 81°51'35" East 4.14 feet to a point in the aforementioned southern boundary from which the southwestern corner of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency bears South 89° 48' 00" West 112.65 feet distant; thence along said last mentioned boundary South 89°48'00" West 22.05 feet to the point of beginning.

Parcel A2

Beginning at a point in the southern boundary of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency from which a found nail and brass tag at the southwestern corner thereof stamped "LS 5418," as said brass tag is shown and delineated on the aforementioned Record of Survey Map, bears South 89° 48' 00" West 155.87 feet distant.

Thence from said point of Beginning leaving said last mentioned boundary North 00°00'21" East 14.98 feet; thence South 90°00'00" East 11.62 feet; thence South 00°00'00" West 14.94 feet to a point in the aforementioned southern boundary from which the southwestern corner of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency bears South 89° 48' 00" West 167.49 feet distant; thence along said last mentioned boundary South 89°48'00" West 11.62 feet to the point of beginning.

Parcel B

Beginning at a point in the western boundary of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency from which a found nail and brass tag at the southwestern corner thereof stamped "LS 5418," as said brass tag is shown and delineated on the aforementioned Record of Survey Map, bears South 00°14'10" East 202.63 feet distant.

Thence from said point of Beginning along said western boundary North 00°14'10" West 21.46 feet; thence leaving said western boundary South 89°58'33" East 59.72 feet; thence South 00°00'00" West 35.90 feet; thence North 89°56'22" West 12.00 feet; thence South 00°01'13" East 28.86 feet; thence North 90°00'00" West 3.00 feet; thence North 00°01'13" West 28.86 feet; thence North 90°00'00" West 24.67 feet; thence South 00°00'00" West 28.97 feet; thence North 90°00'00" West 3.00 feet; thence North 00°00'00" East 43.42 feet; thence North 90°00'00" West 16.95 feet to the point of beginning.

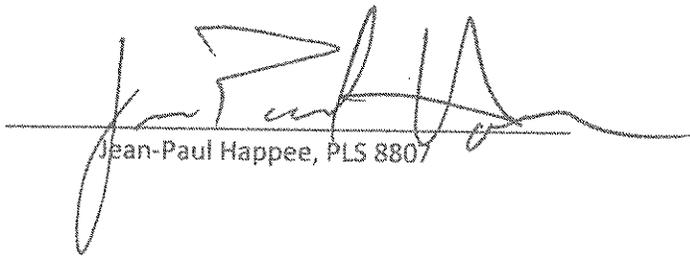
Parcel C1

Beginning at a found nail and brass tag stamped "LS 5418" at the southwestern corner of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency as said brass tag is shown and delineated on the aforementioned Record of Survey Map.

Thence from said point of Beginning along the western boundary North 00°14'10" West 28.04 feet; thence leaving said western boundary South 90°00'00" East 14.66 feet; thence North 00°43'46" East 57.91 feet; thence North 89°36'44" East 5.04 feet; thence South 00°10'32" East 57.92 feet; thence South 90°00'00" East 23.54 feet; thence North 00°06'47" West 58.00 feet; thence North 89°19'28" East 2.87 feet; thence South 00°12'35" East 73.28 feet; thence South 90°00'00" East 13.02 feet; thence South 00°00'00" West 12.60 feet to the southern boundary of said lands of Santa Cruz Metropolitan Transit District and Scotts Valley Redevelopment Agency; thence along said last mentioned boundary South 89°48'00" West 60.08 to the point of beginning.

Attached hereto are a number of plats labeled "Exhibit B" and by this reference made a part thereof.

Compiled by Alpha Land Surveys, Inc. in June of 2015.


Jean-Paul Happee, PLS 8807



BLUE BONNET LANE

R=20.00'
L=31.43'
DELTA=90°02'10"

N 89°48'00" E 164.34'

L=105.29'
R=450.00
13°24'23"

KINGS VILLAGE ROAD

N 00°14'10" W 399.35'

S 00°14'10" E 407.10'

LEGEND & ABBREVIATIONS

- FOUND BRASS TAG LS 5418
- POB POINT OF BEGINNING
- PROPERTY LINE
- CENTER LINE
- - - EXISTING EASEMENT LINE

REFERENCES

- (A) 114-M-5
- (B) 48-PM-41

SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT & SCOTTS VALLEY
REDEVELOPMENT AGENCY
2000-0039601
APN 022-212-16
114-M-5

OW
5758-OR-626
APN 022-601-18

EASEMENT
'A1'

EASEMENT
'B'

EASEMENT
'C1'

EASEMENT
'A2'

S 89°48'00" W 288.68'

EASEMENT
'C2'

EASEMENT
'A3'

ALPHA LAND SURVEYS, INC.
4444 SCOTTS VALLEY DRIVE, SUITE 7
SCOTTS VALLEY, CA 95066 (831) 438-4453

EXHIBIT B - KEY MAP
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SCOTTS VALLEY WATER DISTRICT EASEMENTS
SCOTTS VALLEY, CA

AUG 11, 2015
SCALE 1"=60'
2015-097

LINE TABLE DATA

LINE 1 COURSE: N 00-00-00 E 22.97
LINE 2 COURSE: S 90-00-00 E 13.38
LINE 3 COURSE: N 00-07-12 W 257.86
LINE 4 COURSE: S 89-59-52 W 78.41
LINE 5 COURSE: N 00-00-42 W 8.75
LINE 6 COURSE: S 89-56-18 W 4.63
LINE 7 COURSE: N 00-05-06 W 89.33
LINE 8 COURSE: S 89-54-54 W 12.37
LINE 9 COURSE: N 00-02-54 W 26.72
LINE 10 COURSE: S 90-00-00 E 228.87
LINE 11 COURSE: S 00-00-56 W 16.66
LINE 12 COURSE: N 90-00-00 W 177.61
LINE 13 COURSE: S 00-05-10 E 17.99
LINE 14 COURSE: S 89-59-50 E 19.39
LINE 15 COURSE: S 00-00-10 W 80.33
LINE 16 COURSE: S 90-00-00 E 30.93
LINE 17 COURSE: S 00-00-00 W 7.83
LINE 18 COURSE: N 90-00-00 W 3.03
LINE 19 COURSE: S 00-15-03 E 280.83
LINE 20 COURSE: S 34-36-16 E 1.57
LINE 21 COURSE: S 81-51-35 E 4.14
LINE 22 COURSE: S 89-48-00 W 22.05

ALPHA LAND SURVEYS, INC.
4444 SCOTTS VALLEY DRIVE, SUITE 7
SCOTTS VALLEY, CA 95066 (831) 438-4453

EXHIBIT B - EASEMENT A1
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SCOTTS VALLEY WATER DISTRICT EASEMENTS
SCOTTS VALLEY, CA

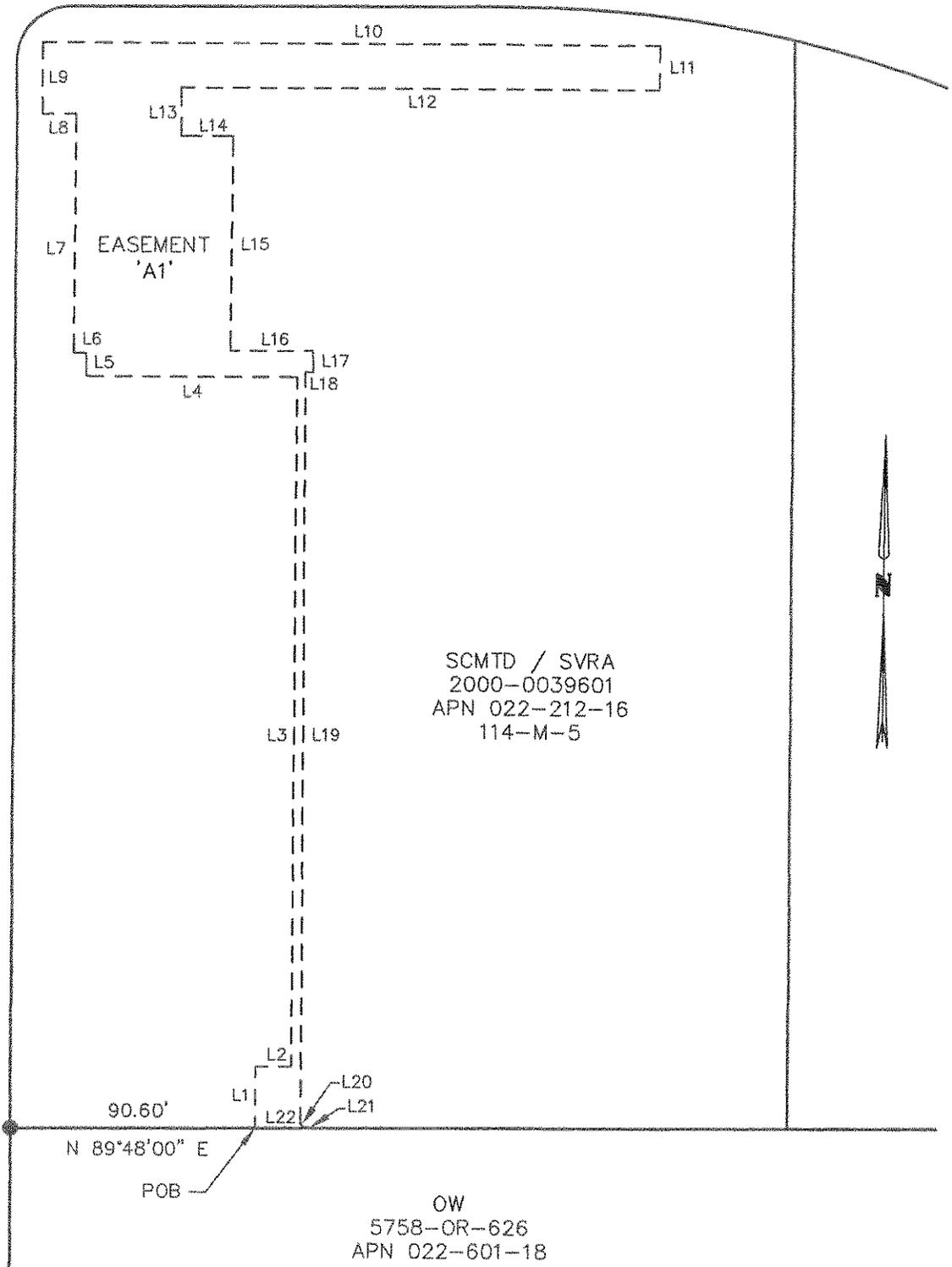
AUG 11, 2015

SCALE 1"=60'

2015-097

BLUE BONNET DRIVE

KINGS VILLAGE ROAD



SCMTD / SVRA
2000-0039601
APN 022-212-16
114-M-5

OW
5758-OR-626
APN 022-601-18

ALPHA LAND SURVEYS, INC.
4444 SCOTTS VALLEY DRIVE, SUITE 7
SCOTTS VALLEY, CA 95066 (831) 438-4453

EXHIBIT B - EASEMENT A1
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SCOTTS VALLEY WATER DISTRICT EASEMENTS
SCOTTS VALLEY, CA

AUG 11, 2015
SCALE 1"=60'
2015-097

BLUE BONNET DRIVE

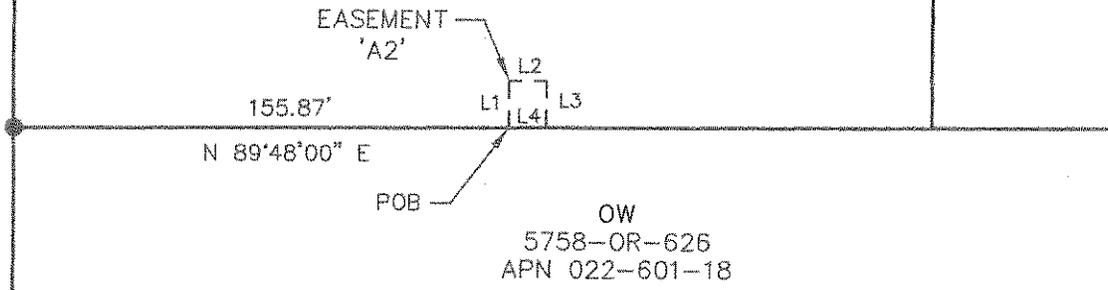
KINGS VILLAGE ROAD

LINE DATA TABLE

LINE 1 COURSE: N 00-00-21 E 14.98
 LINE 2 COURSE: S 90-00-00 E 11.62
 LINE 3 COURSE: S 00-00-00 W 14.94
 LINE 4 COURSE: S 89-48-00 W 11.62



SCMTD / SVRA
 2000-0039601
 APN 022-212-16
 114-M-5



ALPHA LAND SURVEYS, INC.
 4444 SCOTTS VALLEY DRIVE, SUITE 7
 SCOTTS VALLEY, CA 95066 (831) 438-4453

EXHIBIT B - EASEMENT A2
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 SCOTTS VALLEY WATER DISTRICT EASEMENTS
 SCOTTS VALLEY, CA

AUG 11, 2015
 SCALE 1"=60'
 2015-097

BLUE BONNET DRIVE

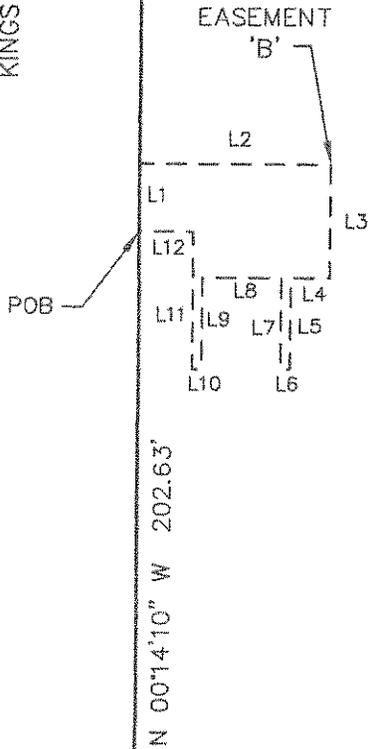
SCMTD / SVRA
 2000-0039601
 APN 022-212-16
 114-M-5

KINGS VILLAGE ROAD

EASEMENT
 'B'

LINE DATA TABLE

LINE 1:	N 00-14-10 W	21.46
LINE 2:	S 89-58-33 E	59.72
LINE 3:	S 00-00-00 W	35.90
LINE 4:	N 89-56-22 W	12.00
LINE 5:	S 00-01-13 E	28.86
LINE 6:	N 90-00-00 W	3.00
LINE 7:	N 00-01-13 W	28.86
LINE 8:	N 90-00-00 W	24.67
LINE 9:	S 00-00-00 W	28.97
LINE 10:	N 90-00-00 W	3.00
LINE 11:	N 00-00-00 E	43.42
LINE 12:	N 90-00-00 W	16.95



N 00°14'10" W 202.63'

OW
 5758-OR-626
 APN 022-601-18

ALPHA LAND SURVEYS, INC.
 4444 SCOTTS VALLEY DRIVE, SUITE 7
 SCOTTS VALLEY, CA 95066 (831) 438-4453

EXHIBIT B - EASEMENT B
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 SCOTTS VALLEY WATER DISTRICT EASEMENTS
 SCOTTS VALLEY, CA

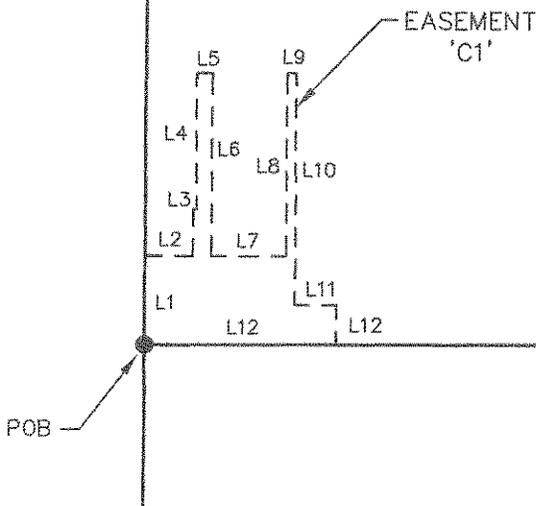
AUG 11, 2015
 SCALE 1"=60'
 2015-097

BLUE BONNET DRIVE

KINGS VILLAGE ROAD

LINE DATA TABLE

Line 1:	N 00-14-10 W	28.04
Line 2:	S 90-00-00 E	14.66
Line 3:	N 00-43-46 E	57.91
Line 4:	N 89-36-44 E	5.04
Line 5:	S 00-10-32 E	57.92
Line 6:	S 90-00-00 E	23.54
Line 7:	N 00-06-47 W	58.00
Line 8:	N 89-19-28 E	2.87
Line 9:	S 00-12-35 E	73.28
Line 10:	S 90-00-00 E	13.02
Line 11:	S 00-00-00 W	12.60
Line 12:	S 89-48-00 W	60.08



SCMTD / SVRA
 2000-0039601
 APN 022-212-16
 114-M-5

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EXHIBIT B - EASEMENT C1
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 SCOTTS VALLEY WATER DISTRICT EASEMENTS
 SCOTTS VALLEY, CA

AUG 11, 2015

SCALE 1"=60'

2015-097