



**THOMAS L. BOLICH**  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2331 FAX (831) 454-2385 TDD (831) 454-2123

**SCOTT C. LOICHINGER**  
CHIEF REAL PROPERTY AGENT

### AGENDA: JANUARY 24, 2006

January 11, 2006

SANTA CRUZ COUNTY BOARD OF SUPERVISORS  
701 Ocean Street  
Santa Cruz, California 95060

**SUBJECT: VALENCIA CREEK CULVERT RETROFIT PROJECT**

Members of the Board:

Included in the 2005/06 Public Works Road Budget are funds for the retrofit of a road culvert under Valencia Road in the Aptos area and for the acquisition of the required easements.

The attached two contracts and one right-of-entry provide for the acquisition of the necessary easements on the subject parcels required for the completion of the above mentioned culvert retrofit project. The required easements are located along Valencia Creek above and below Valencia Road (see attached map) and will allow for the installation of rock weirs in the stream channel to allow for improved fish access to the road culvert. The settlement amounts for the property interests acquired are shown in the attached Resolution and are based on a departmental appraisal. These amounts are considered fair and reasonable for the real property interests being acquired and represent the fair market value for such property interests.

It is recommended that the Board of Supervisors take the following action:

1. Adopt Resolution approving and accepting the terms and conditions of the two contracts and one right-of-entry and authorize the Director of Public Works to sign said documents on behalf of the County;

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

Page -2-

2. Approve payment of claims for the contracts and right-of-entry.

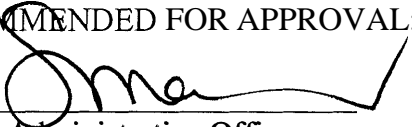
Yours truly,



THOMAS L. BOLICH  
Director of Public Works

TLB:PAP:pap  
Attachments

RECOMMENDED FOR APPROVAL:



\_\_\_\_\_  
**County Administrative Officer**  
Copy to: Public Works Department

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA  
RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor  
duly seconded by Supervisor  
the following resolution is adopted:

RESOLUTION FOR RIGHT-OF-WAY ACQUISITION  
VALENCIA CREEK CULVERT RETROFIT PROJECT

RESOLVED by the Board of Supervisors of the County of Santa Cruz, State of California:

WHEREAS, the County of Santa Cruz is desirous of acquiring the real property interests described in the Contracts and Right-of-Entry attached hereto and hereinafter referred to; and

WHEREAS, the owners of said real property interests have or will execute and deliver an Easement Deed or a Right-of-Entry conveying said real property interests to the County, upon condition that County acknowledge and approve Articles set forth in said Contracts and Right-of-Entry binding County to the performance of said Articles; and

WHEREAS, the Board of Supervisors of said County hereby finds the Articles of said Contracts and Right-of-Entry to be fair and reasonable consideration for the acquisition of said real property interests.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the County of Santa Cruz does hereby accept the terms of said Contracts and Right-of-Entry listed below:

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
105-131-42	Margaret M. Caspar	\$ 825.00
105-171-09	Arthur Lane Montgomery	\$600.00
105-141-09	David L. Wilson; Ken Van Cleve	\$250.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of claims for the above listed contracts and right-of-entry payable to the above listed grantors, in the amounts indicated above, out of Public Works Road Fund, charged against Index No. 621100, Work Authorization No. 40324, and to deliver the same to the Chief, Real Property Division of the County of Santa Cruz; and

BE IT FURTHER ORDERED that said Chief, Real Property Division, deliver said warrants to the grantors.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_ day of \_\_\_\_\_, 2006, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of said Board

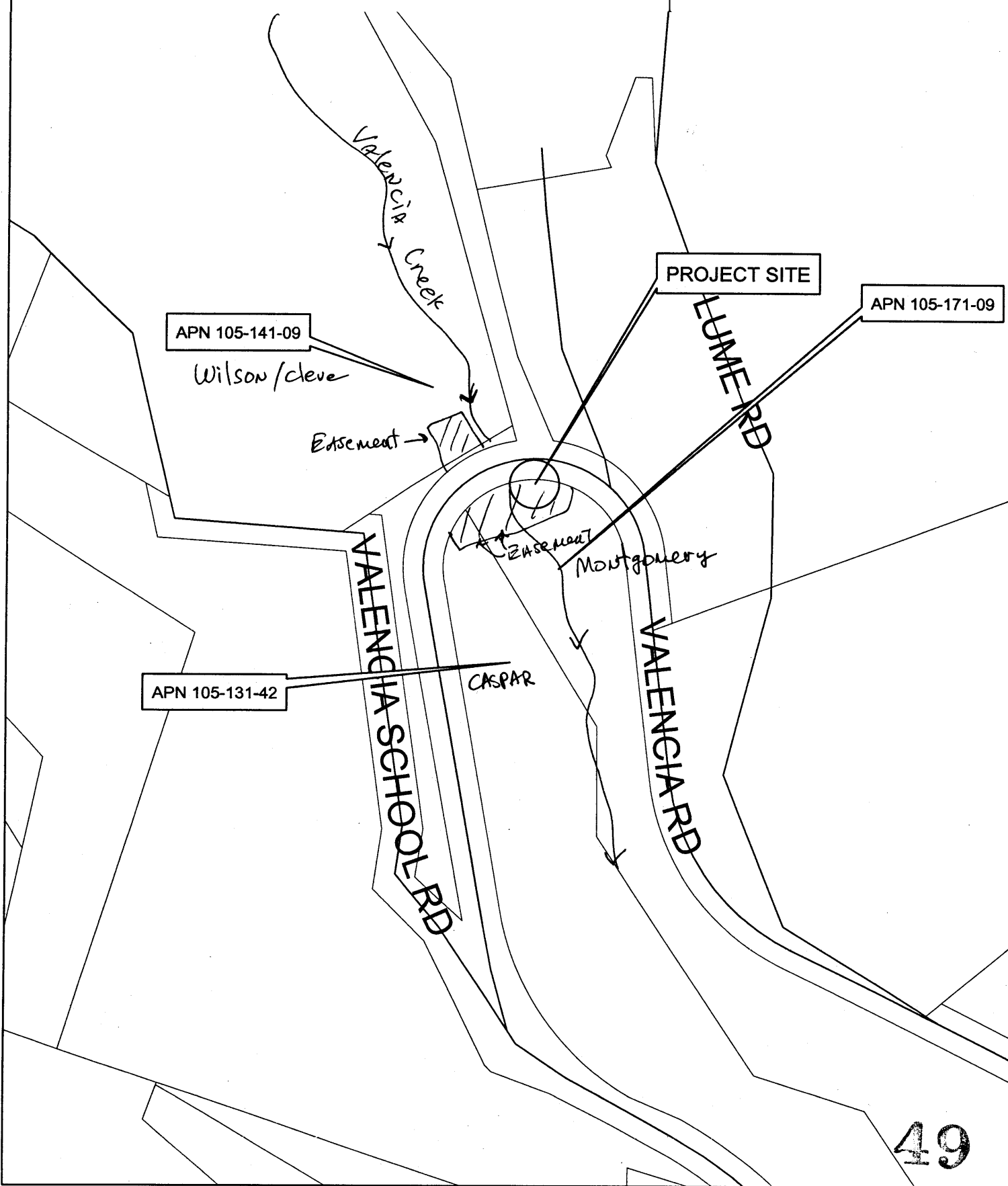
ATTEST: \_\_\_\_\_  
Clerk of said Board

Approved as to form:

  
\_\_\_\_\_  
Assistant County Counsel

Distribution: Real Property Division  
County Counsel  
Auditor-Controller  
Public Works

# VALENCIA CREEK CULVERT RETROFIT @ VALENCIA ROAD



Margaret McCulley  
(SELLERS)

**Property No.: 1**  
**APN: 105-131-42**  
**Project: VALENCIA CREEK CULVERT**  
**RETROFIT PROJECT**

**CONTRACT**  
**COUNTY OF SANTACRUZ**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and MARGARET M. CASPER, who acquired title as MARGARET MC CULLEY, hereinafter called **SELLERS**. The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.
2. SELLERS agree to execute and deliver a document in the form of an Easement Deed covering a portion of the property located at Valencia Road at Valencia Creek in the County of Santa Cruz (APN 105-131-42), more particularly described in Exhibit "A", attached hereto and made a part hereof and a W-9 Form, Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY, State of California.
3. The COUNTY shall:
  - (A) Pay the undersigned SELLERS the sum of **\$825.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed within thirty (30) days after date title to said property interest vests in the COUNTY.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor.
4. Excepting the sole negligence of the owners of said property and excepting defects in the premises which existed as of the date of this contract, the County of Santa Cruz shall defend, indemnify, and hold owners of said property harmless from and against all claims, damages, losses, and suits for injuries, including death, to any person or property arising from all the County's work on the Valencia Creek Culvert Retrofit Project.
5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the COUNTY including the right to remove and dispose of improvements, shall commence on the date that both parties sign this contract, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession and use and interest from said date.

6. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on the date SELLERS executed this document.

7. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located on the SELLERS' property outside of the permanent easement area describe in Exhibit "A", and not including those improvements already compensated for as specified herein and also in the appraisal, that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The right-of-entry will terminate at the completion of the project or on December 31, 2006, whichever occurs first.

9. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and the SELLERS have executed this agreement as of the 22 day of November, 2005.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Margaret M. Casper  
Margaret M. Casper

APPROVED AS TO FORM:

By: Pamela Fyfe  
PAMELA FYFE Miriam Stomble  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

RECORDED AT THE REQUEST OF:  
COUNTY OF SANTA CRUZ

0000394

**EXHIBIT "A"**

WHEN RECORDED RETURN TO:  
COUNTY OF SANTA CRUZ  
DEPT. OF PUBLIC WORKS  
701 OCEAN STREET  
SANTACRUZ, CA 95060

ATTN: Real Property Division  
PORTION APN: 105-131-42

**EASEMENT DEED**

For value received **MARGARET M. CASPER**, who acquired title as **MARGARET MC CULLEY**, a married woman as her sole and separate property, **GRANTS** to **COUNTY OF SANTA CRUZ**, a political subdivision of the State of California, all that real property situate in the County of Santa Cruz, State of California described below:

An Easement for the purpose of installing and maintaining stream channel rock structures to aid in the passage of fish. For Legal Description see Exhibit "A", attached hereto and made a part hereof.

<p><b>CERTIFICATE OF ACCEPTANCE -</b> Govt. Code Sec. 27281</p> <p>This is to certify that the interest in real property conveyed by the within deed to the County of Santa Cruz, a political subdivision of the State of California is hereby accepted by Resolution No. <b>700-57</b> of the Board of Supervisors dated Nov. 12, 1957, and the Grantee consents to recordation thereof by its duly authorized officer.</p> <p>Dated _____</p> <p>By _____ Chairperson Board of Supervisors</p>
--

**Dated: November** \_\_\_\_\_, **2005**

\_\_\_\_\_  
**MARGARET M. CASPER**

STATE OF CALIFORNIA    )  
COUNTY OF SANTA CRUZ )

On November \_\_\_\_\_, 2005, before me, \_\_\_\_\_, Notary Public, personally appeared **MARGARET M. CASPER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



# EXHIBIT "A"

0000395

McCULLEY

105-131-42

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

Being a portion of the land conveyed to Margaret McCulley by that deed recorded February 13, 1991 in Volume 4792 of Official Records of Santa Cruz County at page 912, and more particularly, described as follows:

Beginning at the intersection of the southerly right-of-way line of Valencia Road, and the centerline of Valencia Creek; thence along the centerline of said creek South  $42^{\circ} 44' 13''$  East 62 feet, more or less, thence leaving said centerline South  $25^{\circ} 15' 08''$  West 6 feet, more or less, thence North  $76^{\circ} 53' 57''$  West 96 feet, more or less, to a point on the easterly right-of-way of Valencia Road; thence North  $62^{\circ}$  East 62 feet, more or less, to the point of beginning.

Containing 2126 square feet, more or less.

49

Arthur Lane Montgomery  
(SELLERS)

**Property No.: 2**

**APN: 105-171-09**

**Project: VALENCIA CREEK CULVERT  
RETROFIT PROJECT**

**CONTRACT  
COUNTY OF SANTA CRUZ**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and ARTHUR LANE MONTGOMERY, hereinafter called **SELLERS**. The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.

2. **SELLERS** agree to execute and deliver a document in the form of an Easement Deed covering a portion of the property located at Valencia Road at Valencia Creek in the County of Santa Cruz (APN 105-171-09), more particularly described in Exhibit "A", attached hereto and made a part hereof and a W-9 Form, Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY, State of California.

3. The COUNTY shall:

(A) Pay the undersigned **SELLERS** the sum of **\$600.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed within thirty (30) days after date title to said property interest vests in the COUNTY, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

1. Covenants, conditions restrictions and reservations of record, if any,
2. Easements or rights of way over said land for utility or street purposes, if any.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor, except that the payment of any reconveyance fees, trustee's fee, or forwarding fees for any full reconveyance of deed of trust or full release of mortgage shall be the responsibility of the **SELLERS**.

4. **SELLERS** agree to indemnify, defend, and hold harmless the COUNTY from and against any claim, action, suit, proceeding, loss, cost, damage, deficiency, fine, penalty, liability, or expense (including without limitation, attorney's fees), arising out of any of the following matters in, on, or about the Property occurring during **SELLERS'** ownership of the Property:

(A) The release, use, generation, discharge, storage, disposal, or transportation of any Hazardous Materials, or

(B) The violation of any statute, ordinance, order, rule, regulation, permit, judgement, or license relating to the release, use, generation, discharge, storage, disposal, or transportation of any Hazardous Materials.

The term "Hazardous Materials" shall mean any substance, material, or waste which is regulated by any governmental authority, including, but not limited to, any material or substance which is defined as a "hazardous substance", "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" in the California Health and Safety Code.

The purchase of the property interest shall not be construed as limiting SELLERS responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the COUNTY including the right to remove and dispose of improvements, shall commence on the date that both parties sign this contract, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession and use and interest from said date.

6. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on the date SELLERS executed this document.

7. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located on the SELLERS' property outside of the permanent easement area describe in Exhibit "A", and not including those improvements already compensated for as specified herein and also in the appraisal, that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The right-of-entry will terminate at the completion of the project or on December 31, 2006, whichever occurs first.

9. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and the SELLERS have executed this agreement as of the 18<sup>th</sup> day of December, 2005.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Arthur Lane Montgomery  
Arthur Lane Montgomery (12-18-05)

APPROVED AS TO FORM:

By: Miriam Stambler  
~~PAMELA FYFE~~ Miriam Stambler  
Assistant County Counsel

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

**EXHIBIT "A"**

MONTGOMERY

105-171-09

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

Being a portion of the land conveyed to Arthur Lane Montgomery by that deed recorded November 17, 1992 in Volume 5151 of Official Records of Santa Cruz County at page 180, and more particularly described as follows:

Beginning at the intersection of the southerly right-of-way line of Valencia Road and the centerline of Valencia Creek, the centerline of Valencia Creek also being the westerly boundary of said land of Montgomery; thence from said point of beginning along the centerline of said creek and said westerly boundary South  $42^{\circ} 44' 13''$  East 62 feet, more or less, thence leaving said centerline North  $25^{\circ} 15' 08''$  East 35 feet, more or less, thence North  $00^{\circ} 00' 22''$  West 68 feet, more or less, to a point on the southerly right-of-way of Valencia Road and the northerly boundary of said land of Montgomery; thence along the northerly boundary along a curve to the left with a radius of 95 feet a distance of 43 feet, more or less, to a point on the southerly right-of-way of Valencia Road and the northerly boundary of said land of Montgomery, thence South  $00^{\circ} 00' 22''$  East 41 feet, more or less, to a point on the southerly right-of-way of Valencia Road and the northerly boundary of said land of Montgomery, thence South  $40^{\circ}$  West 22 feet, more or less to the point of beginning.

Containing 3945 square feet, more or less.

**RIGHT OF ENTRY**

**Parcel No.:** 3  
**APN:** 105-141-09

**Date:** Oct. 27, 2005  
**Project:** VALENCIA CREEK CULVERT  
RETROFIT PROJECT

County of Santa Cruz  
Public Works Department  
701 Ocean Street  
Santa Cruz, California 95060

Gentlemen:

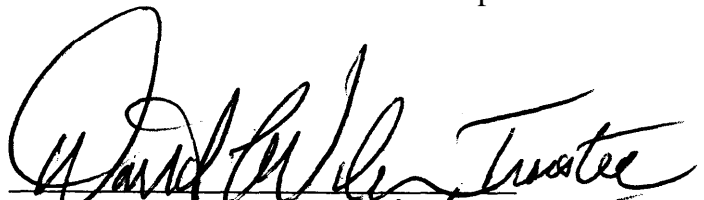
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned, where shown on the attached plan, for staging purposes only to support the Valencia Creek Culvert Retrofit Project.

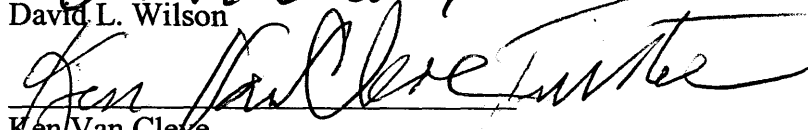
The County shall pay the undersigned grantor(s) the sum of **\$250.00** for the right of entry herein granted. It is understood and agreed that the County shall leave the premises in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. Access in and out of the grantor's driveway will not be blocked at any time. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force **and** effect only until the completion of construction of the Valencia Creek Culvert Retrofit Project, and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

  
Real Property Agent

  
David L. Wilson

  
Ken Van Cleve  
Grantor(s)

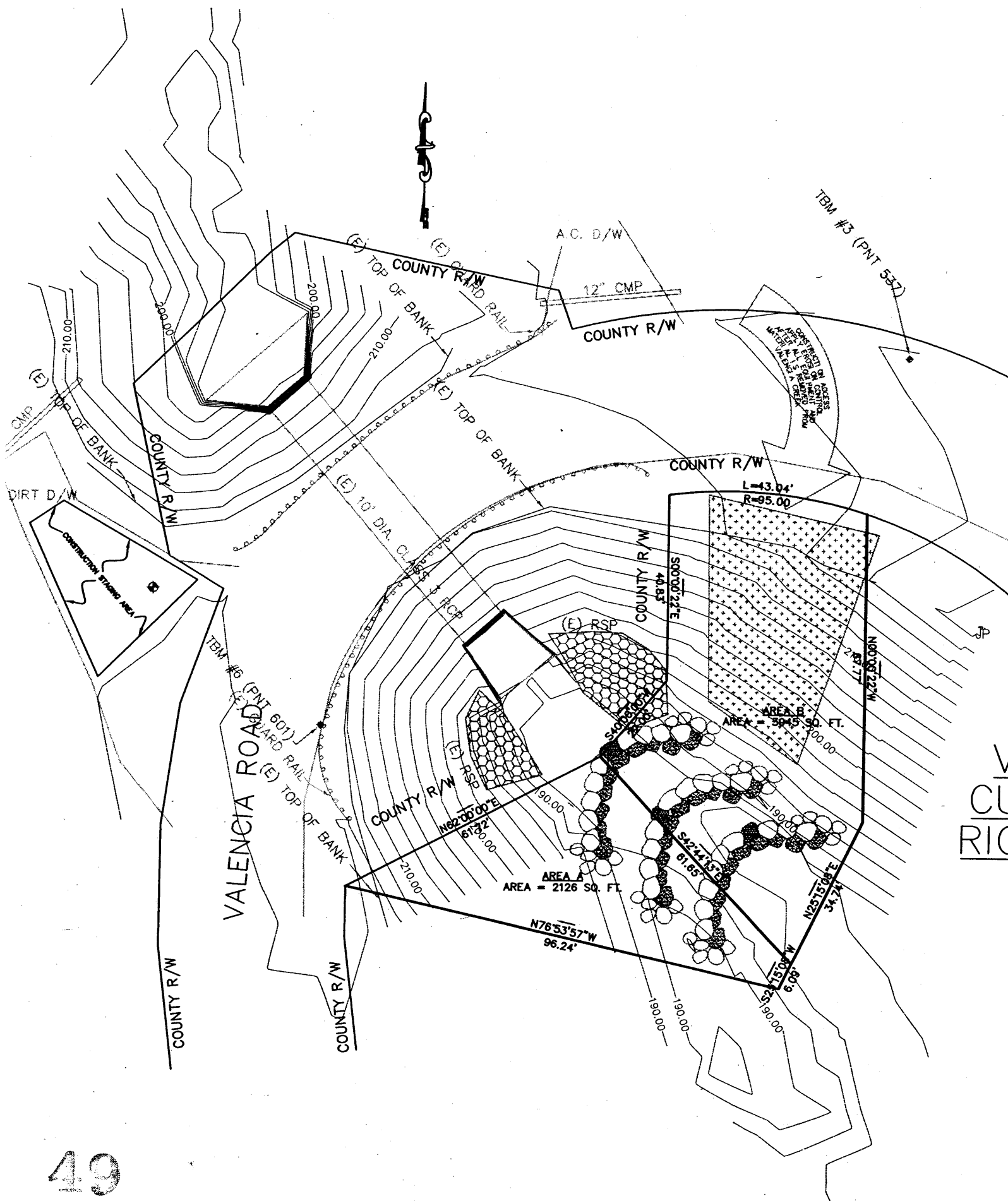
ACCEPTED:

County of Santa Cruz

\_\_\_\_\_  
Director of Public Works

Property Address:

**204** Valencia School Road  
Aptos, CA 95003



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CU  
RIG