

DEPARTMENT OF
PUBLIC WORKS



AGENDA: APRIL 28, 1998

COUNTY OF SANTA CRUZ

331

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950664670

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

FAX (408) 454-2385

SCOTT C. LOICHINGER (408) 454-2331
CHIEF REAL PROPERTY AGENT

April 16, 1998

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

SUBJECT: GREEN VALLEY ROAD STORM DAMAGE REPAIR P.M. 6.2 & 8.0
APNS 109-051-03 & 109-081-01

Members of the Board:

Included in the 1997/98 Public Works budget are funds for storm damage repair to Green Valley Road and purchase of the necessary property rights including slope protection at P.M. 6.2 and temporary construction and right of way at P.M. 8.0. The funding for these acquisitions is being provided by a combination of road, OES, and DSR approved funds.

The attached contracts provide for the acquisition of the necessary property rights (as shown on the attached map) from the . subject parcels required for the completion of the above storm damage repairs. The settlement amounts for the property interests acquired are shown on the attached resolution and are based on a departmental appraisal. These amounts are considered fair and reasonable for the property interests being acquired and represent the fair market value for such property interests.

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

1. Adopt the following Resolution approving and accepting the terms and conditions of the agreements and authorize the Director of Public Works to sign said documents on the behalf of the County;
2. Approve payment of claims for the agreements.

jsk
Attachments

Yours truly,

JOHN A. FANTHAM
Director of Public Works

RECOMMENDED FOR APPROVAL:

County Administrative Officer

cc: County Counsel, Real Property, Public Works, Auditor-Controller

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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
GREEN VALLEY STORM DAMAGE REPAIR P.M. 6.2 & 8.0

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 agreements attached
hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interests have or
will execute and deliver documents conveying said real property
interests to County, upon condition that County acknowledge and
approve Articles set forth in said agreements binding County to the
performance of said Articles, and

WHEREAS, the Board of Supervisors of said County hereby
finds the Articles of said agreements 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 agreements listed
below:

(Portion of) A P N	NAME	PAYMENT
109-051-03	Gilbert Mello	\$250.00
109-081-01	Thomas H. Tarp Patricia Ann Tarp Jeanne Marie Neubert	\$750.00

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 agreements payable to the above listed Grantors
in the amount indicated above out of the Public Works Internal Service
Fund, Subobject 3595, charged against Index No. 933645 (Mello) and
933560 (Tarp ETAL), User Code P00304, for the purchase of said
property interests 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 warrant to the above listed Grantors.

PASSED AND ADOPTED by the Board of Supervisors of the
County of Santa Cruz, State of California, this _____ day of
_____, 1998, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

CHAIR OF SAID BOARD

ATTEST: _____
Clerk of said Board

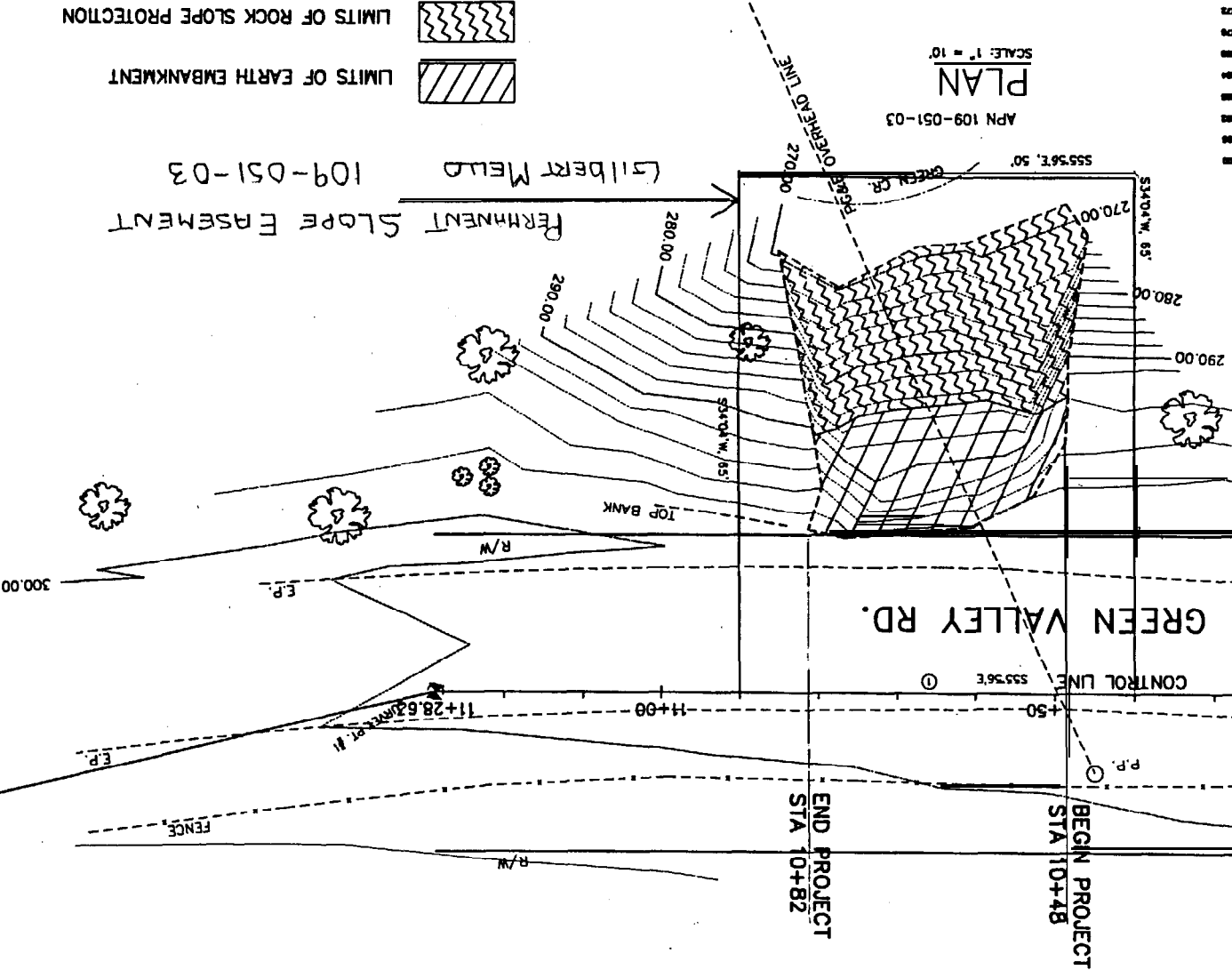
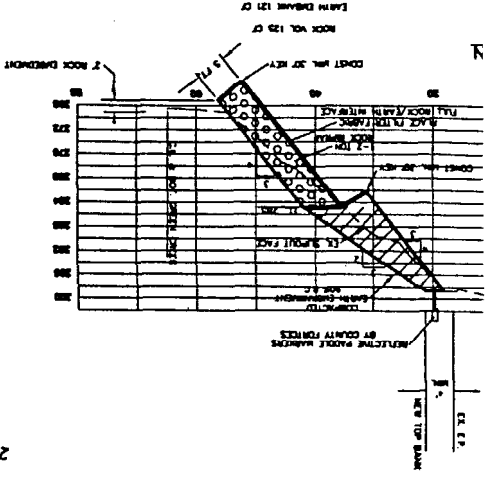
Approved as to form:

Samuel Tan 4/15/98
Assistant County Counsel

Distribution: County Counsel
Auditor-Controller
Public Works
Real Property

RSLUTN54.GVR

ING & STRIPING
COUNTY FORCES



PLAN
SCALE: 1" = 10'

APN 109-051-03

LIMITS OF EARTH EMBANKMENT
LIMITS OF ROCK SLOPE PROTECTION

CONTROL DATA

CONTROL LINE SEGMENT	BEGIN STA.	END STA.	LENGTH (N)	BEARING	NORTHING	EASTING
①	10+00	11+82	182.2	S 84° 15' E	10073.06	9893.44
CONTROL PNT. #1	10+00					
CONTROL PNT. #2	11+82					

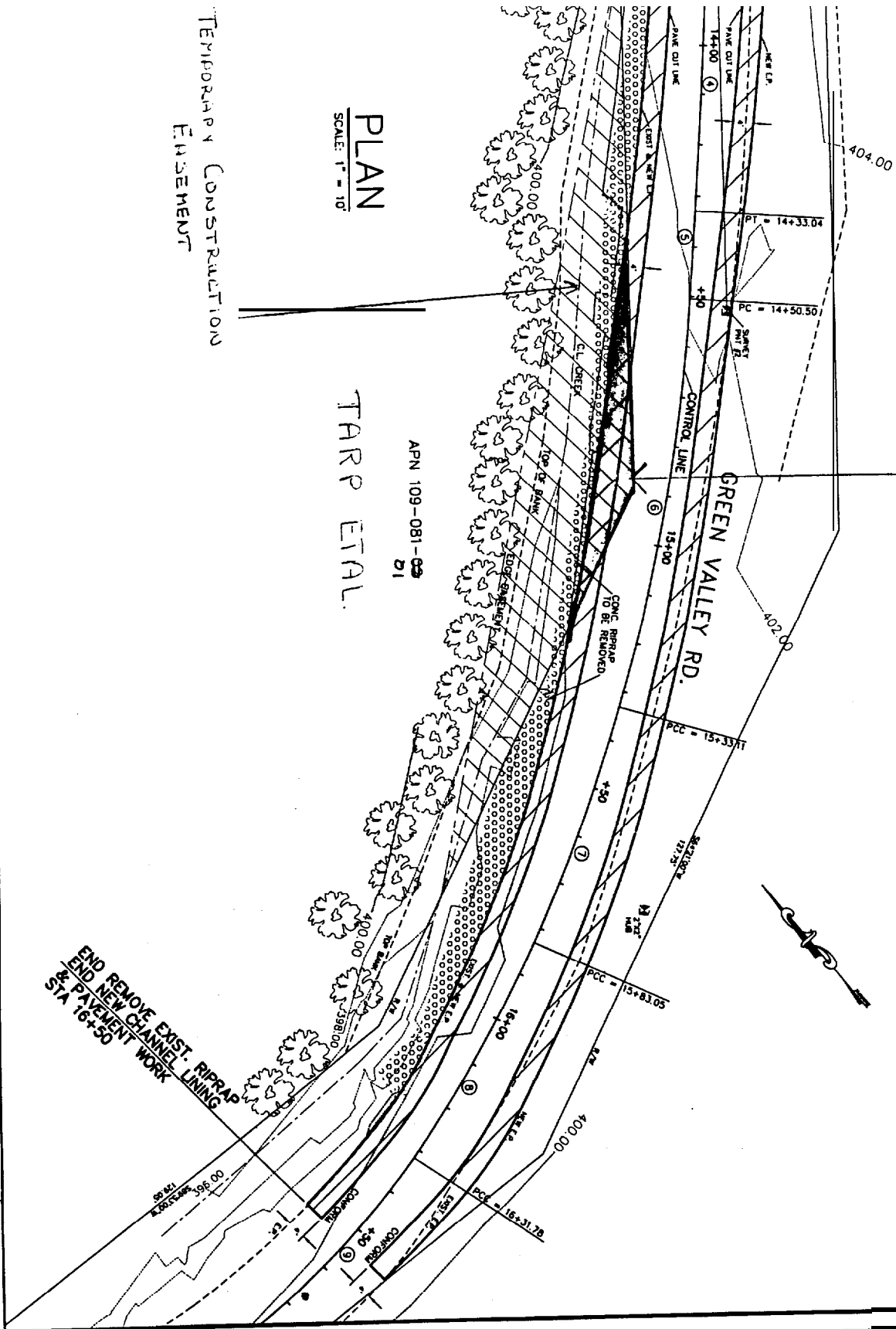
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
PROJECT ENGINEER
GREEN VALLEY ROAD - P.M. 6.2
C. VESTER
STORM DAMAGE REPAIR PROJECT - PLAN



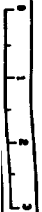
DATE	REVISION

DRAWN BY
CHECKED BY
DATE 2/98
SCALE AS SHOWN
JOB NO. 83344
SHEET 7

RIGHT OF WAY



FOR REDUCED PLANS
ORIGINAL SCALE IN INCHES



SHEET NUMBER

DESIGNER NAME

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS		PROJECT ENGINEER		DATE	REVISION
GREEN VALLEY ROAD - P.M. 8.0 STORM DAMAGE REPAIR PROJECT - PLAN		C. VESTER			

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Thomas H. Tarn, Jr. Trustee
Patricia Ann Tarp, Trustee
Jeanne Marie Neubert
(Sellers)

APN: 109-081-01

Project: GREEN VALLEY RD. STORM
DAMAGE REPAIR PM 6.2 & 8.0

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 2no day of April 9 9 8 ,
by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and
THOMAS H. TARP, JR., TRUSTEE, PATRICIA ANN TARP, TRUSTEE, AND JEANNE MARIE
NEUBERT 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 documents in the
form of a **Grant Deed and a Form W-9 (Request for Taxpayer Identification
Number and Certification)** covering the property located at Green Valley
Road in the County of Santa Cruz, more particularly described in Exhibit
"A" & "B", attached hereto and made a part hereof,

Said documents will be delivered to JOHN KRIEGSMAN, Agent,
Real Property Division of the COUNTY OF SANTA CRUZ, State of California.

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of
\$750.00 for the property or interest therein (including all improvements
existing thereon unless removal is specifically authorized hereinafter in
this Contract) as conveyed by **Grant Deed** within thirty (30) days after
date title to said property 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.

From the amount shown in Clause 3(A) above, the COUNTY is
authorized to pay any delinquent taxes **due**, together with penalties and
interest thereon; and delinquent or non-delinquent assessments or bonds.

(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. This transaction will be handled through an internal escrow by
the County of Santa **Cruz**, Department of Public Works, Real Property

-- 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 shall not be construed as limiting SELLER's responsibility and/or the COUNTY's rights concerning hazardous materials discovered before or after purchase of the Property.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the COUNTY, its contractors and/or authorized agents have the right to enter upon the SELLERS property, where necessary, to construct the improvements for which the purpose of the deed is being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

6. 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 the COUNTY delivers said total amount shown in Clause 3(A) to the SELLERS, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession, use, and interest from said date.

7. On the day title of said property vests in the name of the COUNTY, the condition of the property, including the existence or nonexistence of improvements, will be the same as the condition of the property on the inspection date, February 77, 1998.

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

-- 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 parties hereto have caused this
Contract to be duly executed the day and year first above written. 333

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVE&AS TO FORM:

By: Samuel Torres Jr. 4/15, '98
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

Thomas H. Tarp, Jr.
THOMAS H. TARP, JR., TRUSTEE

Patricia Ann Tarp
PATRICIA ANN TARP, TRUST@

Jeanne Marie Neubert
JEANNE MARIE NEUBERT

(SELLERS)

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EXHIBIT 'A'

LEGAL DESCRIPTION FOR GREEN VALLEY ROAD, PM 8.0 STORM DAMAGE REPAIR. TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION.

Being situated in Santa Cruz County, Township 11 South, Range 2 East, section 3, Calif. Mt. Diablo Meridian, and being a part of the lands conveyed by deed to Thomas H. Jr. and Patricia Ann Tarp, Trustees Etal, filed for record Dec 17, 1996 in Vol 5953, at page 647, Santa Cruz County Records, and more particularly described as follows:

BEGINNING at a 1-1/2" iron pipe (no tag) at an angle point in the centerline of the Green Valley Road right-of-way, and shown on that particular unfiled map in the Santa Cruz County Records designated map E426-2.1 surveyed July 1915 by Mr. Lloyd Bowman, County Surveyor, said point also bearing N42°17'23"E, 14.88 ft. from a 1/2" iron pipe tagged LS 3233 situated on the westerly boundary of the lands of Henry Robert Hoover filed for record Oct. 4, 1990 in Vol 4741 at page 260 of Santa Cruz County Records, (APN 109-071-06) and also shown on that particular unfiled map prepared by Mid Coast Engrs., dated Feb. 28, 1997, thence along said centerline of Green Valley Road S26°04'00"E a distance of 148.50 feet; thence S71°32'00"E a distance of 328.36 feet-; thence S58°11'00"E a distance of 270.70 feet; thence S28°58'00"E a distance of 174.60 feet; thence S42°49'00"E a distance of 299.40 feet; thence S59°40'00"E a distance of 223.43 feet; thence N89°53'00"E a distance of 129.05 feet; thence N64°21'00"E a distance of 32.94 feet; thence leaving said centerline N25°39'00"W a distance of 20.00 feet, to a point on the Northerly Right of Way of Green Valley Road, and also being a point on the southerly boundary of the lands of Tarp as referenced above, this point being the TRUE POINT OF BEGINNING.

Thence, from above TRUE POINT OF BEGINNING N49°43'37"E a distance of 185.60 feet, more or less, to a point on the Northerly Right of Way of Green Valley Road; thence, along said Northerly Right of Way S37°29'00"W a distance of 107.18 feet more or less; thence S64°21'00"W, a distance of 89.99 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 2180 square feet, more or less.

APN 109-081-01

civ

EXHIBIT 'B'LEGAL DESCRIPTION FOR GREEN VALLEY ROAD, PM 8.0 STORM DAMAGE
REPAIR. PERMANENT RIGHT-OF-WAY FOR THE PURPOSES OF ROAD
CONSTRUCTION.

Being situated in Santa Cruz County, Township 11 South, Range 2 East, section 3, Calif. Mt. Diablo Base & Meridian, and being a part of the lands conveyed by deed to Thomas H. Jr. and Patricia Ann Tarp, Trustees Etal, filed for record Dec 17, 1996 in Vol 5953, at page 647, Santa Cruz County Records, and more particularly described as follows:

BEGINNING at a 1-1/2" iron. pipe (no tag) at an angle point in the centerline of the Green Valley Road right-of-way, and shown on that particular unfiled map in the Santa Cruz County Records designated map E426-2.1 surveyed July 1915 by Mr. Lloyd Bowman, County Surveyor, said point also bearing N42°17'23"E, 14.88 ft. from a 1/2" iron pipe tagged LS 3233 situated on the westerly boundary of the lands of Henry Robert Hoover filed for record Oct. 4, 1990 in Vol 4741 at page 260 of Santa Cruz County Records, (APN 109-071-06) and also shown on that particular unfiled map prepared by Mid Coast Engrs., dated Feb. 28, 1997, thence along said centerline of Green Valley Road S26°04'00"E a distance of 148.50 feet; thence S71°32'00"E a distance of 328.36 feet; thence S58°11'00"E a distance of 270.70 feet; thence S28°58'00"E a distance of 174.60 feet; thence S42°49'00"E a distance of 299.40 feet; thence S59°40'00"E a distance of 223.43 feet; thence N89°53'00"E a distance of 129.05 feet; thence N64°21'00"E a distance of 70.39 feet; thence leaving said centerline of right-of-way N25°39'00"W a distance of 20.00 feet, to a point on the Northerly Right of Way of Green Valley Road, and also being a point on the southerly boundary of the lands of Tarp as referenced above, this point being the TRUE POINT OF BEGINNING.

Thence, from above TRUE POINT OF BEGINNING N47°05'32"E a distance of 102.34 feet, more or less, to a point on the Northerly Right of Way of Green Valley Road; thence, along said Northerly Right of Way S37°29'00"W a distance of 107.18 feet more or less; thence S64°21'00"W, a distance of 52.58 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 1110 square feet, more or less.

APN 109-081-01

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Property No.: 1

341

APN: 109-051-03

Gilbert Mello
(Sellers)

Project: GREEN VALLEY RD. STORM
DAMAGE REPAIR PM 6.7 & 8.0

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ~~23rd~~ day of ~~January~~ 8, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Gilbert Mello 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 documents in the form of an **Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at Green Valley Road in the County Of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a parthereof,

Said documents will be delivered to JOHN KRIEGSMAN, Agent, Real Property Division of the COUNTY OF SANTA CRUZ, State of California.

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of \$250.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by **Easement Deed** within thirty (30) days after date title to said property 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.

From the amount shown in Clause 3(A) above, the COUNTY is authorized to pay any delinquent taxes due, together with penalties and interest thereon; and delinquent or non-delinquent assessments or bonds.

(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. This transaction will **be** handled through an internal escrow by the County of Santa Cruz, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, Santa Cruz, CA 95060.

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4. SELLERS agree to indemnify, defend, and hold COUNTY from and against any claim, action, suit, proceeding, damage, deficiency, fine, penalty, liability, or expense (including, without limitation, attorney's fees), arising out of any of the 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, judgment, 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 shall not be construed as limiting SELLER's responsibility and/or the COUNTY's rights concerning hazardous materials discovered before or after purchase of the Property.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the COUNTY, its contractors and/or authorized agents have the right to enter upon the SELLERS property, where necessary, to construct the improvements for which the purpose of the deed is being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

6. 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 the COUNTY delivers said total amount shown in Clause 3(A) to the SELLERS, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession, use, and interest from said date.

7. On the day title of said property vests in the name of the COUNTY, the condition of the property, **including the** existence or nonexistence of improvements, will be the same as the condition of the property on the inspection date of February 27, 1998.

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

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 parties hereto have caused this Contract to be duly executed the day and year first above written. 343

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Gilbert Mello
Gilbert Mello

APPROVED AS TO FORM:

By: Samuel Torres Jr. 4/15/98
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

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EXHIBIT "A"

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LEGAL DESCRIPTION FOR GREEN VALLEY ROAD, PM 6.2, STORM DAMAGE
REPAIR. PERMANENT SLOPE EASEMENT FOR THE PURPOSES OF ROAD
CONSTRUCTION AND MAINTENANCE

Being situated in Santa Cruz County, Township 11 South, Range 2
East, section 4, Calif. Mt. Diablo Meridian, and being a part of
the lands conveyed by deed to Gilbert D. Mello, filed for record
Feb. 14, 1990 in Vol 4631, at page 443, Santa Cruz County
Records, and more particularly described as follows:

BEGINNING at an iron spike (no tag) in the centerline of the
Green Valley Road right-of-way, and shown on that particular
unfiled map in the Santa Cruz County Records designated map E426-
2.1 surveyed July 1915 by Mr. Lloyd Bowman, County Surveyor, said
point also being on the easterly boundary of the lands of Gilbert
D. Mello filed for record May 16, 1995 in Vol 5673 at page 533 of
Santa Cruz County Records, (APN 109-051-04) and also shown on that
particular survey map recorded at Vol 13 of parcel maps page 31
prepared by Mid Coast Engrs. recorded Nov. 1, 1973, thence along
said centerline of Green Valley Road N85°08'00"W a distance of
208.44 feet; thence N53°16'00"W a distance of 235.29 feet;
thence N68°49'00"W a distance of 359.29 feet; thence N55°56'00"W a
distance of 38.63; thence leaving said centerline of Green Valley
Rd. at a bearing of S34°04'00"W and a distance of 20.00 feet, to
a point on the Southerly Right of Way of Green Valley Road, this
point being the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING S34°04'00"W a
distance of 45.00 feet, more or less; thence N55°56'00"W a
distance of 50.00 feet more or less; thence N34°04'00"E, a
distance of 45.00 feet, more or less; thence S55°56'00"E to the
TRUE POINT OF BEGINNING..

Containing 2250 square feet, more or less.

APN 109-051-03

civ
2/19/98