



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 960604070

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

FAX (408) 454-2385

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

July 23, 1998

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

SUBJECT: JAMISON CREEK ROAD STORM DAMAGE REPAIR P.M. 1.63

Members of the Board:

Included in the 1998/99 Public Works budget are funds for storm damage repair to Jamison Creek Road and purchase of the necessary property rights including a permanent drainage easement at P.M. 1.63. The funding for this acquisition is being provided by a combination of road, OES, and DSR approved funds.

The attached contract provides for the acquisition of the necessary property rights (as shown on the attached map) from the subject parcel required for the completion of the above storm damage repair. The settlement amount for the property interests acquired is shown on the attached resolution and is based on a departmental appraisal. This amount is considered fair and reasonable for the property interests being acquired and represents 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 agreement and authorize the Director of Public Works to sign said document on the behalf of the County;
2. Approve payment of claim for the agreement.

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

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
JAMISON CREEK ROAD STORM DAMAGE REPAIR P.M. 1.63

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 agreement attached hereto
and hereinafter referred to, and

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

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

(Portion of) A P N	NAME	PAYMENT
083-251-71	Big Basin Water Company, Inc.	\$250.00

BE IT FURTHER ORDERED that the Auditor-Controller of the
County of Santa Cruz is hereby authorized to approve payment of claim
for the above listed agreement payable to the above listed Grantor in
the amount indicated above out of the Public Works Internal Service
Fund, Subobject 3595, charged against Index No. 933741, 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 Grantor.

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:



Assistant County Counsel

Distribution: County Counsel
Auditor-Controller
Public Works
Real Property

RSLUTN57.JCR

Property No.: 1

428

AF'N: 083-251-71

Big Basin Water Company, Inc.
Sellers)

Project: Jamison Creek Road Storm
Damagae Repair P.M. 1.63

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 18TH day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Big Basin Water Company, Inc. 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 Jamison Creek 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.

4. SELLERS. agree to indemnify, defend, and hold harmless ⁴²⁹the 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. This shall include, but is not limited to, construction of a crib wall, placement of drainage system including pipes and dissipators, storage of materials and materials as required for the Project. 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 May 8, 1988.

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.

Big Basin Water Company Inc.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Jim Moore
Jim Moore, Vice President &
Manager

APPROVED AS TO FORM:

By: D. McRae 7-6-98
~~SAMUEL TORRES, JR. DANA McRAE~~
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

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LEGAL DESCRIPTION FOR
CONSTRUCTION AND MAINTENANCE EASEMENT
OF A DRAINAGE SYSTEM AT
JAMISON CREEK ROAD, PM 1.63
APN: 083-251-71

EXHIBIT "A"

Being a portion of lands owned by Big Basin Water Inc. by deed recorded in, January 4, 1991, Book 4778, Page 065, Official Records of Santa Cruz County, California and being more particularly described as follows:

A 20 feet strip of land 157.77 feet in length, running along the easterly boundary line of Jamison Creek right of way; the westerly boundary line of said strip of land is the easterly boundary line of Jamison Creek Road right of way; the beginning of the southerly boundary line of said strip of land is at the intersection of a line that bears North 15°26'00" East, 237.90 feet and curve to the right with radius of 150 feet, central angle of 26°50' as shown on unrecorded map filed at E512, page 4, "Jameson Creek", Santa Cruz County Surveyor's Office, said southerly boundary line is tangent to the easterly boundary line of Jamison Creek Road right of way that bears North 15°26'00" East; the northerly boundary line is a line radial to the easterly boundary line of said Jamison Creek Road, said easterly boundary line of Jamison Creek Road is a curve to the left with radius of 80.00 feet and central angle of 113°06'.

Said strip of land is an easement for access and construction of a cribwall, drainage pipe installation and maintenance purposes.

Said parcel of lands contains a computed area of 3,152 square feet more or less.

Prepared by: RC

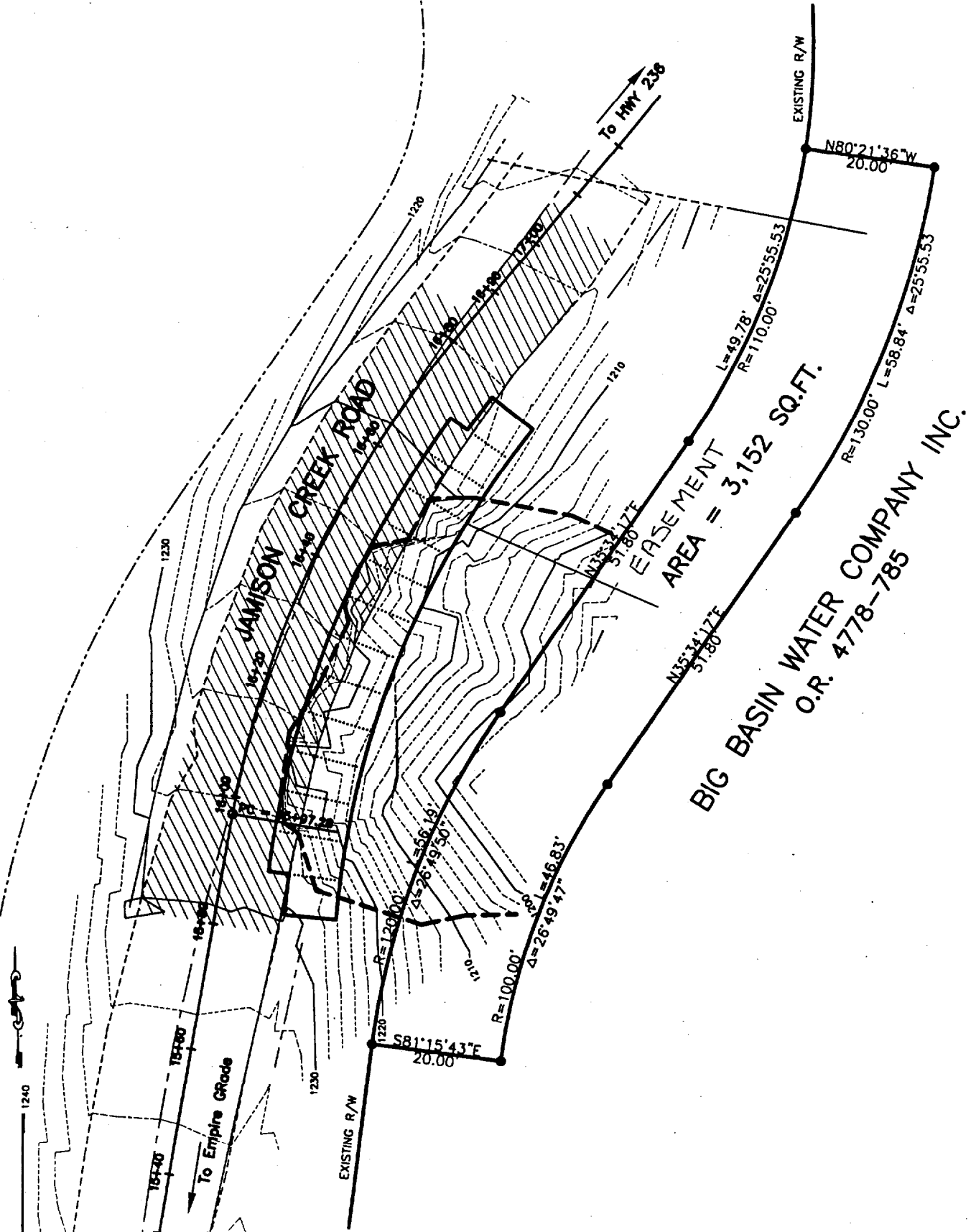
Checked by: _____ Date: _____

. Public Works Department.

County of Santa Cruz

**JAMISON CREEK ROAD STORM DAMAGE REPAIR, PM 1.63
CONSTRUCTION AND MAINTENANCE EASEMENT FOR DRAINAGE**

NOT TO SCALE



BIG BASIN WATER COMPANY INC.
O.R. 4778-785