



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

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: BEAR CREEK ROAD STORM DAMAGE REPAIR P.M. 5.05 5.13 & 6.01

Members of the Board:

Included in the 1998/99 Public Works budget are funds for storm damage repair to Bear Creek Road and purchase of the necessary property rights including slope protection and drainage at P.M. 5.05 and drainage at P.M. 5.13 and 6.01. 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 maps) 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

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  
BEAR CREEK ROAD STORM DAMAGE REPAIRS P.M. 5.05, 5.13, & 6.01

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
089-061-34	Robert E. Locatelli Terry K. Locatelli	\$250.00
089-391-37	Gary Wall	\$250.00
089-391-50	William Alan McPherson Art J. Eppler	\$250.00
089-411-17	Harald E. H. Striepe Cheryl Striepe	\$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 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. 933739 (Locatelli),  
Index No. 933735 (Wall & McPherson/Eppler), and Index No. 933740  
(Striepe), 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:

*D. McRae 7-6-98*  
~~Chief~~ Assistant County Counsel

Distribution: County Counsel  
Auditor-Controller  
Public Works  
Real Property

Property No.: 2

436

APN: 089-391-37

Gary Wall  
(Sellers)

Project: Bear Creek Road Storm  
Damage Repair P.M. 5.13

**CONTRACT**  
**COUNTY OF SANTA CRUZ**

This contract is entered into this 15<sup>th</sup> day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GARY WALL 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 P.M. 5.13 Bear Creek Road in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part thereof,

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 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 of ~~May 8, 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 <sup>438</sup>  
Contract to be duly executed the day and year first above written.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Gary Wall  
Gary Wall

APPROVED AS TO FORM:

By: D. Murza 7-6-98  
~~SAMUEL TORRES, JR.~~ ~~FRANNA~~ MURZA  
Chief Assistant County Counsel

COUNTY

By: \_\_\_\_\_  
JOHN A. FANTHAM  
Director of Public Works

(SELLERS)

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EXHIBIT "A"**LEGAL DESCRIPTION FOR BEAR CREEK ROAD STORM DAMAGE REPAIR, PM 5.13.  
PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION  
AND MAINTENANCE**PARCEL 1

Being situated in the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 9 South, Range 2 West, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Gary Wall, filed for record August 13, 1997, in Volume 1997, at Page 0036591, Official Records of Santa Cruz County, State of California; more particularly described as follows:

Beginning at the most Northwesterly corner of "Parcel One" of the land conveyed by deed to William Alan McPherson and Art J. Eppler, filed for record October 8, 1993, in Volume 5360, at Page 612, Official Records of Santa Cruz County, State of California; thence, proceeding Easterly along the Northerly boundary of said parcel, this being an arc concave to the left, with a radius of 145.00 feet, through an angle of 43°52'32", and a distance of 111.04 feet, this also being the Southerly Right of Way of Bear Creek Road; thence, leaving said Right of Way, North 11°53'47" West, a distance of 50.00 feet, to a point on the Northerly Right of Way of Bear Creek Road, this being the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, North 11°53'47" West, a distance of 16.70 feet; thence, North 71°33'42" East, a distance of 20.74 feet; thence, South 27°04'30" East, a distance of 16.13 feet, more or less, to a point on the Northerly Right of Way of Bear Creek Road; thence, along last said Right of Way, in a Westerly direction, a distance of 25.13 feet, more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 387 square feet, more or less.

APN 089-391-37

sd

Property No.: 1

440

APN: 089-411-17

Harald E. H. & Cheryl  
(Sellers)

Project: Bear Creek Road Storm  
Damage Repair P.M. 6.01

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 10<sup>th</sup> day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and HARALD E.H. & CHERYL STRIEPE 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 P.M. 6.01 Bear 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



4. SELLERS agree to indemnify, defend, and hold harmless <sup>441</sup> 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 of May 8, 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. 442

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

APPROVED AS TO FORM:

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

COUNTY

By: \_\_\_\_\_  
JOHN A. FANTHAM  
Director of Public Works

Harold E.H. Striepe  
Harold E.H. Striepe  
Cheryl Striepe  
Cheryl Striepe  
\_\_\_\_\_  
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( S E L L E R S )

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EXHIBIT "A"**LEGAL DESCRIPTION FOR BEAR CREEK ROAD STORM DAMAGE REPAIR, P.M. 6.01., A PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION & MAINTENANCE**

Being a portion of Section 3, Township 9 South, Range 2 West, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Harald E. H. Striepe and Cheryl Striepe, filed for record on November 4, 1988, in Volume 4412 at Page 400, Official Records of Santa Cruz County, State of California; and more particularly described as follows:

PARCEL 1

Beginning at the point of intersection of two tangents marked by a 1" iron pipe tagged LS 3007 on the centerline of Bear Creek Road right-of-way and also being the point of intersection of curve number 18 as shown on that Record of Survey filed on April 16, 1963, in Book 40 of maps, at Page 2, in the office of the County Surveyor of Santa Cruz County, State of California; this point being also the intersection of courses numbered 17-18 and 18-19 as shown on that Record of Survey filed on April 10, 1962, in Book 38 of maps, at Page 24, in the office of the County Surveyor of Santa Cruz County, State of California; thence along the centerline of Bear Creek Rd. North  $53^{\circ}29'04''$  West, a distance of 96.57 feet; thence, North  $36^{\circ}30'56''$  East, a distance of 25.00 feet, more or less, to a point on the Northerly Right of Way of Bear Creek Road, this point being the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, along the following courses: North  $18^{\circ}27'49''$  East, a distance of 64.24 feet; North  $71^{\circ}32'11''$  West, a distance of 10.00 feet; South  $18^{\circ}27'49''$  West, a distance of 60.98 feet, more or less, to a point on the Northerly Right of Way of Bear Creek Road; thence, along said Northerly Right of Way, South  $53^{\circ}29'04''$  East, a distance of 10.52 feet, more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 626 square feet, more or less.

APN 089-411-17

sd

PARCEL 2

Beginning at the point of intersection of two tangents marked by a 1" iron pipe tagged LS 3007 on the centerline of Bear Creek Road right-of-way and also being the point of intersection of curve number 18 as shown on that Record of Survey filed on April 16, 1963, in Book 40 of maps, at Page 2, in the office of the County Surveyor of Santa Cruz County, State of California; this point being also the intersection of courses numbered 17-18 and 18-19 as shown on that Record of Survey filed on April 10, 1962, in Book 38 of maps, at Page 24, in the office of the County Surveyor of Santa Cruz County, State of California; thence, North  $53^{\circ}29'04''$  West, a distance of 160.64 feet; thence, North  $36^{\circ}30'56''$  East, a distance of 25.00 feet, more or less, to a point on the Northerly Right of Way of Bear Creek Road, this point being the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, along the following courses: North  $35^{\circ}05'56''$  East, a distance of 47.55 feet; North  $54^{\circ}54'04''$  West, a distance of 10.00 feet; South  $35^{\circ}05'56''$  West, a distance of 47.37 feet, more or less, to a point on the Northerly Right of Way of Bear Creek Road; thence, along said Northerly Right of Way, in an Easterly direction, a distance of 10.00 feet, more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 474 square feet, more or less.

APN 089-411-17

sd

Property No.: 1

045

APN: 089-391-50

William Alan McPherson  
Art J. Eppler  
(Sellers)

Project: Bear Creek Road Storm  
Damage Repair P.M. 5.13

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 15<sup>th</sup> day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and WILLIAM ALAN MCPHERSON & ART J. EPPLER 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 P.M. 5.13 Bear 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 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 of May 8, 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.

## RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

## 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

William Alan McPherson  
William Alan McPherson  
Art J. Eppler  
Art J. Eppler

(SELLERS)

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**EXHIBIT "A"****LEGAL DESCRIPTION FOR BEAR CREEK ROAD STORM DAMAGE REPAIR, PM 5.13.  
PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION  
AND MAINTENANCE.****PARCEL 1**

Being situated in the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 9 South, Range 2 West, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to William Alan McPherson and Art J. Eppler, filed for record October 8, 1993, in Volume 5360, at Page 612, Official Records of Santa Cruz County, State of California; and more particularly described as follows:

Beginning at the most Northwesterly corner of "Parcel One" as described in the above mentioned deed; thence proceeding Easterly along the Northerly boundary of said parcel, this being an arc concave to the left, with a radius of 145.00 feet, through an angle of  $65^{\circ}47'56''$ , a distance of 166.52 feet to the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING South  $33^{\circ}49'11''$  East, a distance of 10 feet; thence, along an arc concave to the left and tangent to a line bearing North  $56^{\circ}10'49''$  East, with a radius of 155.00 feet, through a central angle of  $10^{\circ}02'14''$ , and a length of 27.15 feet; thence, North  $43^{\circ}51'25''$  West, a distance of 10 feet, more or less, to a point on the Northwesterly boundary of above said parcel; thence, Westerly along last said boundary line, this being an arc concave to the right, with a radius of 145 ft., through an angle of  $10^{\circ}02'14''$ , a distance of 25.40 feet more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 263 square feet, more or less.

APN 089-391-50

sd



Property No.: 1

APN: 089-061-34

449

Robert E. & Terry K.  
Locatelli  
(Sellers)

Project: Bear Creek Road Storm  
Damage Repair P.M. 5.05

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 18<sup>th</sup> day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ROBERT E. & TERRY K. LOCATELLI 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 P.M. 5.05 Bear Creek Road in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part thereof,

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 <sup>450</sup>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 of May 8, 1998.

a. 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. 451

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

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

Robert E. Locatelli  
Robert E. Locatelli

Terry K. Locatelli  
Terry K. Locatelli

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SELLERS)

D:\WPW\98DAFS\BEARCRK\CONTRACT.BCR

**LEGAL DESCRIPTION FOR BEAR CREEK ROAD STORM DAMAGE REPAIR, P.M. 5.05,  
PERMANENT SLOPE & DRAINAGE EASEMENT FOR THE PURPOSE OF ROAD  
CONSTRUCTION AND MAINTENANCE.**

Being situated in Section 10, Township 9 South, Range 2 West, MDB & M, in the County of Santa Cruz, State of California; and being a portion of the tract of land as shown on the Record of Survey filed on October 26, 1962 in Book 38, Page 63, of maps in the office of the County Surveyor of Santa Cruz County, State of California; and being also a part of the lands conveyed by deed to Robert E. and Terry K. Locatelli, filed for record July 1, 1988, in Vol 4350 at page 297, Official Records of Santa Cruz County, State of California; and more particularly described as follows:

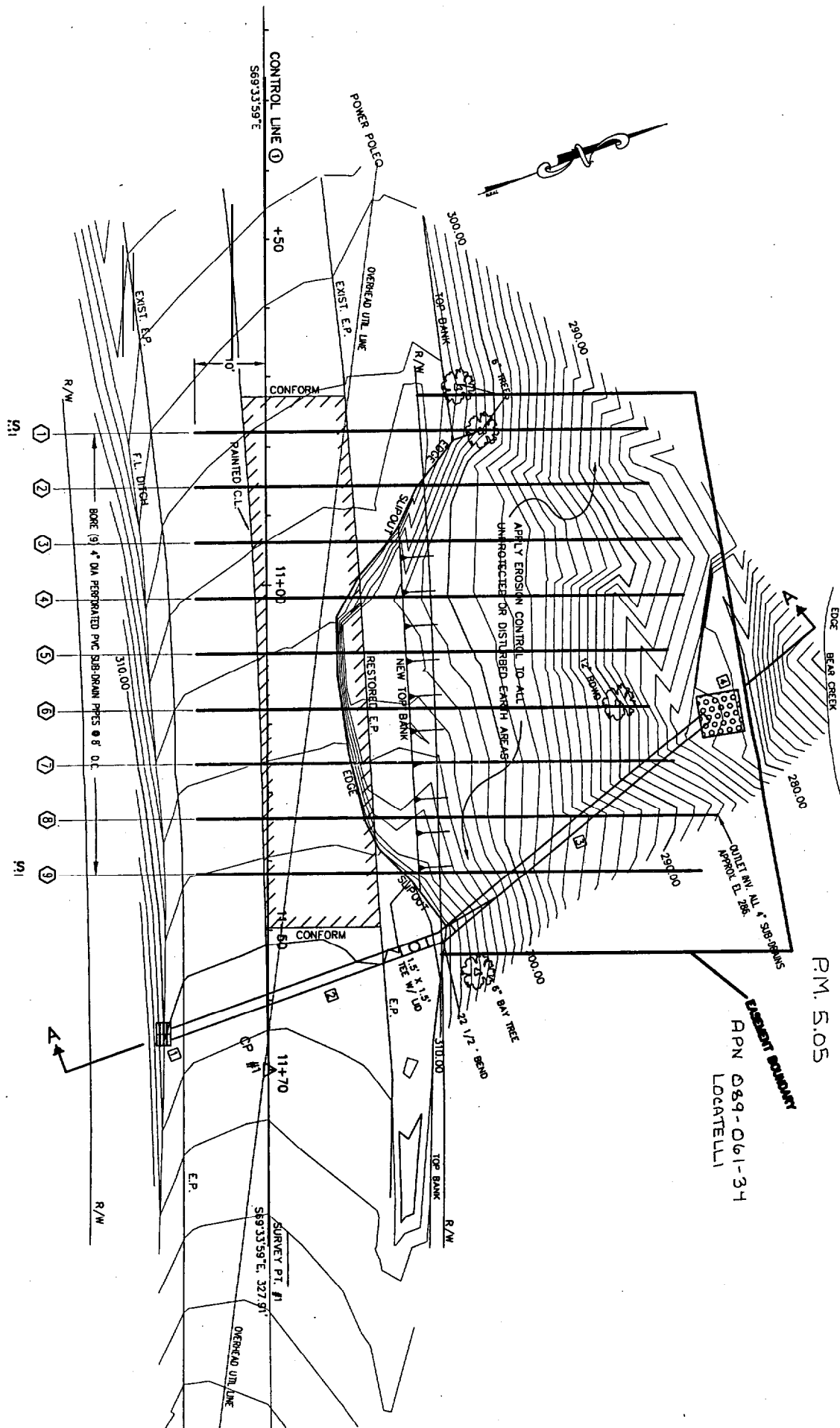
Beginning at the 1/16 Section Corner as shown on above referenced Map, said point being located on the Easterly boundary of the Northwest 1/4 of said Section 10; thence proceeding South  $73^{\circ}09'53''$  West, a distance of 69.04 feet to a point on the westerly boundary of the lands of Locatelli; thence, North  $00^{\circ}28'53''$  East, a distance of 355.22 feet, more or less, to the Northerly Right of Way of Bear Creek Road; thence, along said Northerly Right of Way, in a Westerly direction, a distance of 18.67 feet; to the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, North  $20^{\circ}26'01''$  East, a distance of 50.60 feet; thence, North  $78^{\circ}56'09''$  West, a distance of 86.95 feet; thence, South  $20^{\circ}26'01''$  West, a distance of 39.60 feet, more or less, to the Northerly Right of Way of Bear Creek Road; thence, along said Northerly Right of Way, in an Easterly direction, a distance of 85.86 feet, more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 3,870 square feet, more or less.

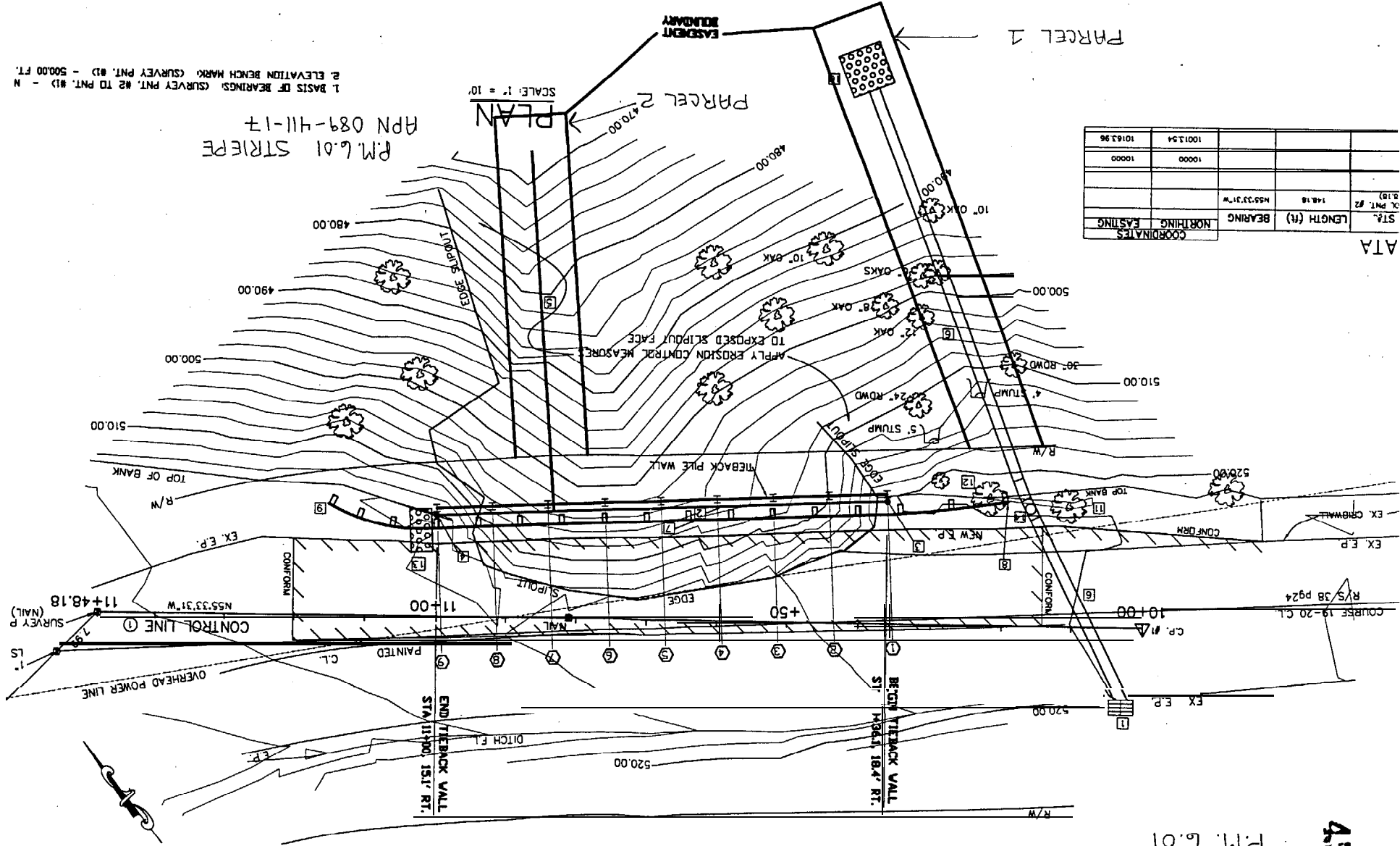
APN      089-061-34

sd



ATA

STA.	LENGTH (ft)	BEARING	COORDINATES
2. PNT. #2	148.18	N55.33.31"W	
10000			
10013.54			
10163.96			



P.M. 6.01 STRIPE  
APN 089-411-17

1. BASIS OF BEARINGS: (SURVEY PNT. #2 TO PNT. #1) - N  
2. ELEVATION BENCH MARK: (SURVEY PNT. #1) - 500.00 FT.

454  
P.M. 6.01

P.M. 5.13  
CONTROL DATA

CONTROL LINE SEGMENT	BEGIN STA.	END STA.	LENGTH (ft)	BEARING	COORDINATES	
					NORTHING	EASTING
①	SURVEY PNT. #1 (10+00)	CONTROL PNT. #2 (11+00)	100.00	N54°43'27"E	10000	10000
②	CONTROL PNT. #2 (10+00)	CONTROL PNT. #4 (10+74.6)	74.60	S64°03'23"E	10057.68	10081.48
					10017.71	10090.21
					10050.31	10023.11
	SURVEY PNT. #1 (SPINE) (5/8" I.P.)				10000	10000
	SURVEY PNT. #2 (5/8" I.P.)				10114.48	9892.72

