

DEPARTMENT OF
PUBLIC WORKS



COUNTY OF SANTA CRUZ 475

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 660604670

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

FAX (408) 454-2385

SCOTT C. LOICHINGER (406) 454-2331
CHIEF REAL PROPERTY AGENT

October 7, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: BROWNS VALLEY ROAD SLIPOUT REPAIR PROJECTS - PM 2.75 & PM 3.30
BEESON - APN: 107-052-06 & 07
ALEXANDER/BROWN - APN: 107-052-01

Members of the Board:

Included in the 1997/98 Public Works budget are funds for the construction of road repairs on Browns Valley Road at mileposts 2.75 (788 Browns Valley Road) and 3.30 (at Hazel Dell Road) in the Corrilitos area and for the acquisition of the required right-of-way.

The attached two contracts provide for the acquisition of the necessary easements along the front of the subject parcels required for the completion of the above mentioned road projects. All of the required right-of-way is located along the Browns Valley Road frontage and will allow for the construction of retaining walls to stabilize the stream bank along Browns Valley Creek (see attached map). The settlement amounts for the property interests acquired are shown in the attached Resolution and are based on a departmental appraisal. This amount is considered fair and reasonable for the real property interests being acquired and represents 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 contracts and authorize the Director of Public Works to sign said documents on behalf of the County;
2. Approve payment of claim for the contracts.

Yours truly,

John Fantham
JOHN A. FANTHAM
Director of Public Works

pap
Attachments

RECOMMENDED FOR APPROVAL:

[Signature]

County Administrative Officer
Copy to: Public Works Department

476

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
BROWNS VALLEY ROAD **SLIPOUT** REPAIR PROJECTS - PM 2.75 & 3.30

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 attached hereto and hereinafter referred to, and

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

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

| <u>A.P.N.</u> | <u>NAME</u> | <u>PAYMENT</u> |
|----------------|--|----------------|
| 107-052-06, 07 | Ron Beeson | \$500.00 |
| 107-052-01 | John Alexander Brandon Brown | \$ 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 contracts payable to the above listed Grantor in the amount indicated above, out of Public Works Internal Service Fund, Subobject 3595, charged against Index No. 933556 (for **Beeson**) and No. 933642 (for Alexander), 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 warrants 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

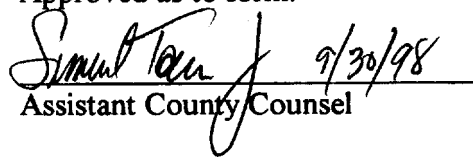
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chair of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

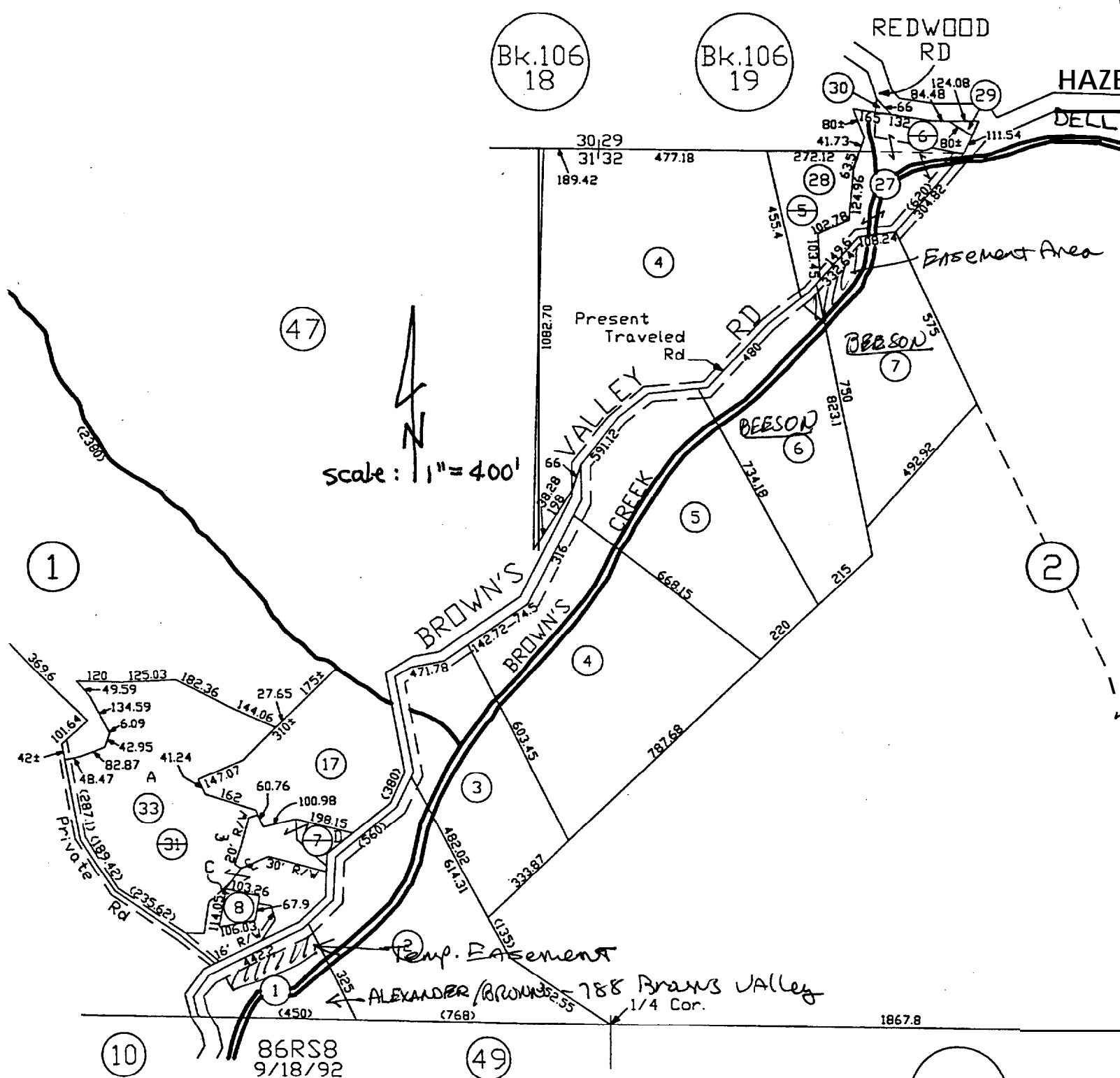
 9/30/98
Assistant County Counsel

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

107-052 478

ONLY
ASSUMES ANY
RESERVED.

POR. SECS. 29,30,31 & 3 2 T.10S., R.2E., M.D.B. & M BROWNS VALLEY ROAD SLIPOUT REPAIRS



39

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Bk.109
01

479

R. Beeson
(SELLERS)

Property No.: 1
APN: 107-052-06, -07
Project: BROWNS VALLEY ROAD
SLIPOUT REPAIR PROJECT
PM 3.30

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 1995, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RON BEESON, 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 the property located on Browns Valley Road in the County of Santa Cruz (APN 107-052-06 & -07), 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 document 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 \$500.00 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. 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. 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 or deposits said amount into escrow, 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.

480

5. 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 improvement&, will be the same as the condition of said property on September 3, 1998.

6. 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 _____, 1998; and the SELLERS have executed this agreement as of the 3rd day of September, 1998.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHTINGER
Chief, Real Property Division

Ron Beeson
Ron Beeson

APPROVED AS TO FORM:

By: Samuel Torres Jr 9/30/98
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

4/81

BROWNS VALLEY ROAD SLIPOUT REPAIR - PM' 3.30

BEESON
PARCEL 1

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of Northwest 1/4 of Section 32, Township 10 South, Range 2 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to R. Beeson, filed for record on April 20, 1978, in Volume 2900 at Page 488, Official Records of Santa Cruz County, State of California, and more particularly described as follows:

Commencing at the most Northeasterly corner of said land, this being a point on the centerline of Browns Valley Road, a 40 foot Right of Way; thence, along the Easterly boundry of said parcel South 10°39'00" East, 25.59 feet, to a point on the Southerly Right of Way of Browns Valley Road, this being the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, along the Easterly boundry of said parcel South 10'39'00" East, 12.49 feet; thence, South 77°08'46" West, 16.45 feet, more or less; back to the Southerly Right of way of Browns Valley Road; thence, along last said Right of Way, North 40'45'00" East, 21.03 feet, more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 102.7 square feet more or less.

APN 107-052-06

482

BROWNS VALLEY ROAD SLIPOUT REPAIR - PM 3.30

BEESON
PARCEL 2

PERMANENT EASEMENT FOR DRAINAGE PURPOSES

Being a portion of Northwest 1/4 of Section 32, Township 10 South, Range 2 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Ron Beeson, filed for record on July 1, 1994, in Volume 5533 at Page 347, Official Records of Santa Cruz County, State of California, and more particularly described as follows:

Commencing at the most Northeasterly corner of land conveyed by deed to R. Beeson, filed for record on April 20, 1978, in Volume 2900 at Page 488, Official Records of Santa Cruz County, State of California, this being a point on the centerline of Browns Valley Road, a 40 foot Right of Way; thence, along the Easterly boundry of last said parcel South 10'39'00" East, 25.59 feet, to a point on the Southerly Right of Way of Browns Valley Road, this being the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, along the Easterly boundry of last said parcel South 10'39'00" East, 12.49 feet; thence, North 77'08'46" East, 13.88 feet; thence, North 40°45'00" East, 49.48 feet; thence, North 17°38'36" West, 21.14 feet, more or less, back to the Southerly Right of way of Browns Valley Road; thence, along last said Right of Way, South 40°45'00" West, 63.94 feet, more or less, back to the TRUE POINT OF BEGINNING.

Containing an area of 1107.5 square feet more or less.

APN 107-052-07

Brandon Brown
John Alexander
(SELLERS)

Property No.: 2
APN: 107-052-01
Project: BROWNS VALLEY ROAD
SLIPOUT REPAIR PROJECT
PM 2.75

487

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this _____ day of _____, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JOHN ALEXANDER and BRANDON BROWN, 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 the property located at 788 Browns Valley Road in the County of Santa Cruz (APN 107-052-01), more particularly described in Exhibit "A", attached hereto and made a part hereof. Said document 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 \$750.00 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. 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 or deposits said amount into escrow, 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.

5. 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 improvement;, will be the same as the condition of said property on September 9, 1998.

6. 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 _____, 1998; and the SELLERS have executed this agreement as of the 9th day of September, 1998.

RECOMMENDED'FOB APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

John Alexander

APPROVED AS TO FORM:
By: Samuel Torres, Jr. 9/30/98
SAMUEL TORRES, JR.
Assistant County Counsel

Brandon Brown

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

485

BROWNS VALLEY ROAD SLIPOUT REPAIR - PM 2.75

ALEXANDER

PARCEL 1

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of Northeast 1/4 of Section 31, Township 10 South, Range 2 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to John Alexander and Brandon Brown, filed for record on June 3, 1993, in Volume 5274 at Page 340, Official Records of Santa Cruz County, State of California, and more particularly described as follows:

Commencing at the most Southwesterly corner of said land, this being a point on the centerline of Browns Valley Road, a 40 foot Right of Way; thence, along the Westerly boundry of said parcel, as shown on Record of Survey recorded on September 18, 1992, in Book 86 of Maps at Page 8, Official Records of Santa Cruz County, State of California, North 08°34'00" West, 52.80 feet; North 32'11'00" East, 79.20 feet; North 62'14'17" East, 58.86 feet; to the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, along the following courses: South 27'45'43" East, 20.00 feet; South 83°39'43" East, 43.29 feet; North 62°45'57" East, 154.86 feet; North 00'18'35" East, 29.13 feet; North 27'45'43" West, 20.00 feet, more or less, back to the Northwesterly property line of said parcel; thence, along said Northwesterly property line, South 62'14'17" West, 204.41 feet; more or less, back to the TRUE POINT OF BEGINNING.

Containing more or less an area of 8568 square feet, of which 4088 square feet is Right of Way, and 4480 square feet is easement.

APN 107-052-01