



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

427

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 860604070
(831) 464-2331 FAX (631) **454-2385** TDD (831) 464-2123

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: May 18, 1999

May 6, 1999

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

SUBJECT: COUNTY SERVICE AREA #36 STORM DAMAGE REPAIR - BARER ROAD - PM 0.05
AND HAYWARD DRIVE - PM 0.05 - APNS 041-101-09 & 041-091-14
(SUPERVISORIAL DISTRICT 2)

Members of the Board:

Included in the 1998/99 Public Works budget are **funds** for storm damage repair to Baker Road and Hayward Drive and purchase of the necessary property rights including a retaining wall and two drainage easements on Baker Road and one drainage easement on Hayward Drive. The funding for these acquisitions is being provided by a combination of County Service Area #36 and Federal Emergency Management Agency 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 departmental appraisals. The amounts are considered fair and reasonable for the property interests being acquired and represent fair market value for such property interests.

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

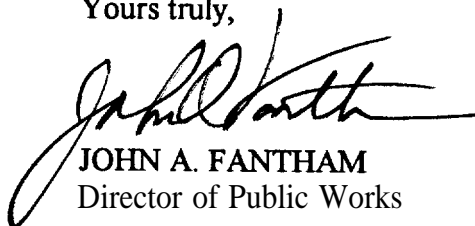
1. Adopt the following Resolution approving and accepting the terms and conditions of the agreements and authorize the Director of Public Works to sign said document on the behalf of the County;

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

Page -2-

2. Approve payment of claims for the agreements.

Yours truly,

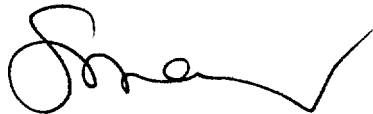


JOHN A. FANTHAM
Director of Public Works

jsk

Attachments

RECOMMENDED FOR APPROVAL,:

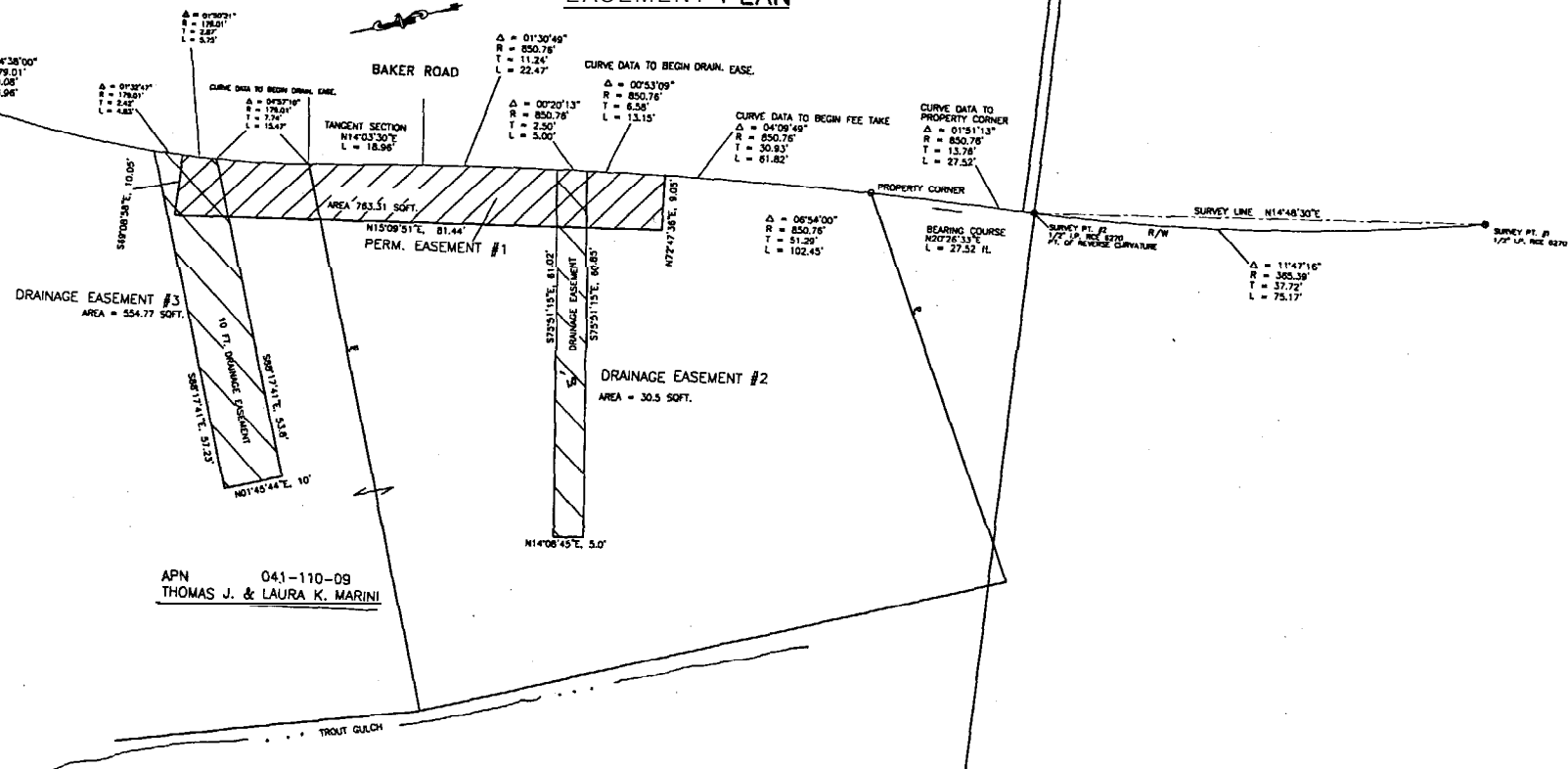


County Administrative Officer

copy to: Public Works
County Counsel
Auditor Controller

RSLUTN63.CSA

BAKER ROAD, P.M. 0.05 - CSA #36 EASEMENT PLAN



APN 041-110-09
THOMAS J. & LAURA K. MARINI

NTS

SCC

421V
69PW
10/10

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 COUNTY SERVICE AREA #36 BAKER
ROAD AND HAYWARD DRIVE - APNS 041-101-09 & 041-091-14
(SUPERVISORIAL DISTRICT 2)

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

WHEREAS, the County of Santa Cruz and the homeowners of County Service Area #36 are 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 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 agreement listed below:

(Portion of)

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
041-101-09	Thomas J. Marini Laura K. Marini	\$250.00
041-091-14	Joseph Horton Marian Horton	\$100.00

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 amounts indicated above out of the Public Works Internal Service Fund, Subobject 345 1, charged against CAMS Index No. 70356 (for Marini) and CAMS Index No. 70357 (for Horton) 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 _____ 1999, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

ATTEST: _____
Clerk of said Board

Chairperson of said Board

Approved as to form:

 5/11/99

Assistant County Counsel
Distribution: County Counsel

Public Works
Auditor Controller

RSLUTN63.CSA

Property No.: AAPN: 041-101-09

Thomas J. Marini
Laura K. Marini
Sellers)

Project: Baker Road Storm Damage
Repair @ PM 00.05 CSA #36

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 30th day of MARCH 9, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and THOMAS AND LAURA MARINI 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 380 Baker Road in the County of Santa Cruz, more particularly described in Exhibit "A", 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 **\$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 March 18, 1999.

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 434
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 T&FORM:

By: Samuel Torres 5/5/99
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

Thomas J. Marini

THOMAS J. MARINI

Laura K. Marini
LAURA K. MARINI

(SELLERS)

EXHIBIT "A"**LEGAL DESCRIPTION FOR BAKER ROAD STORM DAMAGE REPAIR, P.M. 0.05, A PERMANENT EASEMENT FOR THE PURPOSES OF CONSTRUCTING A PILE WALL RETAINING STRUCTURE.**

. Being a portion of Section 8, Township 11 South, Range 1 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Thomas J. and Laura K. Marini, filed for record on September 21, 1998, in document # 1998-0056223 of Official Records of Santa Cruz County, State of California; and more particularly described as follows:

PARCEL 1

Beginning at a point at the southeast corner of the subject lands of Thomas J. and Laura K. Marini, and which point is also on the westerly right-of-way of Baker Road, and which said point bears $N20^{\circ}26'33"E$, 27.52 ft. from a point of reverse curvature on the westerly right-of-way of Baker Road, as shown on that particular unrecorded subdivision map titled, "Subdivision No. 4, of Forest Glen," dated September 1925 in the Office of the County Surveyor at file number A52-15.1, said point of bearing reference being marked by a 1/2 inch iron pipe tagged RCE 6270, thence from the point of beginning along a curve to the left through an angle of $4^{\circ}09'49"$, with a radius of 850.76 ft. and along an arc distance of 61.82 ft. to the True Point of Beginning.

Thence from said True Point of Beginning proceeding north along the easterly boundary of subject lands, also being the westerly right-of-way of Baker Road, along a curve to the left through an angle of $2^{\circ}44'11"$, with a radius of 850.76 ft. and an arc length of 40.62 ft.; thence along a tangent section, $N14^{\circ}03'30"E$, 18.96 ft.; thence north along a curve to the right, through an angle of $6^{\circ}47'31"$, with a radius of 179.00 ft. and an arc length of 21.22 ft.; thence leaving the westerly right-of-way of Baker Road, $N69^{\circ}08'58"W$, 10.05 ft.; thence $S15^{\circ}09'51"W$, 81.44 ft.; thence $S72^{\circ}47'36"E$, 9.05 ft. more or less to the True Point of Beginning.

Containing an area of 764 square feet more or less.

APN 041-101-09

civ

EXHIBIT "A"**LEGAL DESCRIPTION FOR BAKER ROAD STORM DAMAGE REPAIR, P.M. 0.05, A PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION AND MAINTENANCE.**

· Being a portion of Section 8, Township 11 South, Range 1 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Thomas J. and Laura K. Marini, filed for record on September 21, 1998, in document # 1998-0056223 of Official Records of Santa Cruz County, State of California; and more particularly decribed as follows:

PARCEL 2

Beginning at a point at the southeast corner of the subject lands of Thomas J. and Laura K. Marini, and which point is also on the westerly right-of-way of Baker Road, and which said point bears $N20^{\circ}26'33''E$, 27.52 ft. from a point of reverse curvature on the westerly right-of-way of Baker Road, as shown on that particular unrecorded subdivision map titled, "Subdivision No. 4, of Forest Glen," dated September 1925 and filed in the Office of the County Surveyor at file number A52-15.1; said point of bearing reference being marked by a 1/2 inch iron pipe tagged RCE 6270, thence proceeding north from the point of beginning along a curve to the left through an angle of $5^{\circ}02'58''$, with a radius of 850.76 ft. and along an arc distance of 74.97 ft. to the True Point of Beginning.

Thence from said True Point of Beginning proceeding north along the easterly boundary of subject lands, also being the westerly right-of-way of Baker Road, along a curve to the left through an angle of $00^{\circ}20'13''$, with a radius of 850.76 ft. and an arc length of 5.0 ft.; thence leaving the westerly right-of-way of Baker Road, $N75^{\circ}51'15''W$, 61 ft. more or less; thence $S14^{\circ}08'45''W$, 5.0 ft.; thence $S75^{\circ}51'15''E$, 61.0 ft. more or less to the True Point of Beginning.

Containing an area of 305 square feet more or less.

APN 041-101-09

civ

EXHIBIT "A"**LEGAL DESCRIPTION FOR BAKER ROAD STORM DAMAGE REPAIR, P.M. 0.05, A PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION AND MAINTENANCE**

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PARCEL 3

Beginning at a point at the southeast corner of the subject lands of Thomas J. and Laura K. Marini, and which point is also on the westerly right-of-way of Baker Road, and which said point bears N20°26'33"E, 27.52 ft. from a point of reverse curvature on the westerly right-of-way of Baker Road, as shown on that particular unrecorded subdivision map titled, "Subdivision No. 4, of Forest Glen," dated September 1925 in the Office of the County Surveyor at file number A52-15.1, said point of bearing reference being marked by a 1/2 inch iron pipe tagged RCE 6270, thence from the point of beginning along a curve to the left through an angle of 6°54', with a radius of 850.76 ft. and along an arc distance of 102.44 ft.; thence along a tangent section, N14°03'30"E, 18.96 ft.; thence north along a curve to the right, through an angle of 04°57'10", with a radius of 179.0 ft. and an arc length of 15.47 ft. to the True Point of Beginning.

Thence from said True Point of Beginning proceeding north along the easterly boundary of subject lands, also being the westerly right-of-way of Baker Road, along a curve to the right through an angle of 03°23'07", with a radius of 179.0 ft. and an arc length of 10.58 ft.; thence leaving the westerly right-of-way of Baker Road, N88°17'41"W, 57 ft. more or less; thence S01°45'44"W, 10.0 ft.; thence S88°17'41"E, 54 ft. more or less to the True Point of Beginning.

Containing an area of 555 square feet more or less.

APN 041-101-09

civ

Property No.: A

4 3 8

APN: 041-101-09

Thomas J. Marini
Laura K. Marini
Sellers)

Project: Faker Road Storm Damage
Repair @PM 0.05 CSA #36

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 30th day of MARCH 9, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and THOMAS AND LAURA MARINI 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 380 Baker Road in the County of **Santa Cruz**, more particularly described in Exhibit "A", 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 \$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 March 18. 1999.

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. 440

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Samuel Torres 5/5/99
SAMUEL TORRES JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

Thomas J. Marini
THOMAS J. MARINI
Laura K. Marini
LAURA K. MARINI

(SELLERS)

LEGAL DESCRIPTION FOR BAKER ROAD STORM DAMAGE REPAIR, P.M. 0.05, A PERMANENT EASEMENT FOR THE PURPOSES OF CONSTRUCTING A PILE WALL RETAINING STRUCTURE.

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Thence from said True Point of Beginning proceeding north along the easterly boundary of subject lands, also being the westerly right-of-way of Baker Road, along a curve to the left through an angle of 2°44'11", with a radius of 850.76 ft. and an arc length of 40.62 ft.; thence along a tangent section, N14°03'30"E, 18.96 ft.; thence north along a curve to the right, through an angle of 6°47'31", with a radius of 179.00 ft. and an arc length of 21.22 ft.; thence leaving the westerly right-of-way of Baker Road, N69°08'58"W, 10.05 ft.; thence S15°09'51"W, 81.44 ft.; thence S72°47'36"E, 9.05 ft. more or less to the True Point of Beginning.

Containing an area of 764 square feet more or less,

APN 041-101-09

civ

**LEGAL DESCRIPTION FOR BAKER ROAD STORM DAMAGE REPAIR, P.M. 0.05, A
PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD
CONSTRUCTION AND MAINTENANCE.**

. Being a portion of Section 8, Township 11 South, Range 1 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Thomas J. and Laura K. Marini, filed for record on September 21, 1998, in document # 1998-0056223 of Official Records of Santa Cruz County, State of California; and more particularly decribed as follows:

PARCEL 2

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Thence from said True Point of Beginning proceeding north along the easterly boundary of subject lands, also being the westerly right-of-way of Baker Road, along a curve to the left through an angle of $00^{\circ}20'13''$, with a radius of 850.76 ft. and an arc length of 5.0 ft.; thence leaving the westerly right-of-way of Baker Road, $N75^{\circ}51'15''W$, 61 ft. more or less; thence $S14^{\circ}08'45''W$, 5.0 ft.; thence $S75^{\circ}51'15''E$, 61.0 ft. more or less to the True Point of Beginning.

Containing an area of 305 square feet more or less.

APN 041-101-09

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**LEGAL DESCRIPTION FOR BAKER ROAD STORM DAMAGE REPAIR, P.M. 0.05, A
PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD
CONSTRUCTION AND MAINTENANCE**

. Being a portion of Section 8, Township 11 South, Range 1 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Thomas J. and Laura K. Marini, filed for record on September 21, 1998, in document # 1998-0056223 of Official Records of Santa Cruz County, State of California; and more particularly described as follows:

PARCEL 3

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Containing an area of 555 square feet more or less.

APN 041-I 01-09

civ

Property No.: A

444

APN: 041-091-14

Joseph & Marian Horton

(Sellers)

Project: Hayward Drive Storm
Damage @ PM 0.05

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 15th day of April, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Joseph & Marian Horton 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 150 Hayward Drive in the County of Santa Cruz, more particularly described in Exhibit "A", 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 \$100.00 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.

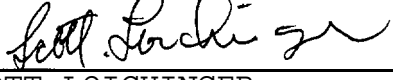
7. On the day title of said property vests in the name of the COUNTY, the condition of the property, including the existence or nonexistence of improvements, will be the same as the condition of the property on the inspection date of April 9, 1999.

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.

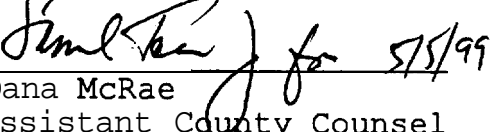
9. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this **446**
Contract to be duly executed the day and year first above written.

RECOMMENDED FOR APPROVAL

By: 
SCOTT LOICHINGER
Chief, Real Property Division

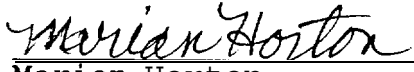
APPROVED AS TO FORM:

By:  for 5/5/99
Dana McRae
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works


Joseph Horton


Marian Horton

(SELLERS)

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EXHIBIT 'A'**LEGAL DESCRIPTION FOR HAYWARD DRIVE IN CSA #36 - STORM DAMAGE REPAIR AT P.M. 0.05; A PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION AND MAINTENANCE.**

Being a portion of Section 7, Township 11 South, Range 1 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Joseph Hugh and Marian L. Horton, filed for record on Nov. 9, 1990, in the document filed at Vol. 4756 at page 415 of official Records of Santa Cruz County, State of California; and more particularly described as follows:

PARCEL 1

Beginning at a point at the northwest corner of that certain parcel, APN 041-092-01, and filed for record on May 5, 1996, at volume 5853, page 263 of Official Records of Santa Cruz County, State of California, and which said point is also at the southwest end of a five foot radius curve being on the right-of-way at the southeast corner of the intersection of Robideaux Road and Hayward Drive, and marked by a one half inch iron pipe (untagged) as shown on that certain subdivision map titled, "Subdivision No. 2, Forest Glen" filed for record at Vol 23 of maps, page 10 and recorded on October 9, 1925 and filed at the Office of the County Surveyor ; thence **S70°46'14"W**, 20.14 ft. more or less to a point on the westerly right-of-way of Hayward Drive, said point being also the most northeasterly corner of that parcel of land designated APN 41-092-1 3 and filed for record on May 14, 1993 at Volume 5261, page 096 of the Official Records of Santa Cruz County, State of California; thence proceeding in a southwesterly direction along the westerly right-of-way of Hayward Drive along the following courses and distances: **S07°26'59"W**, 82.68 ft., **S40°48'03"W**, 46.22 ft., **S53°45'00"W**, 20.56 ft., **S53°44'59"E**, 41.44 ft., **S49°31'00"W**, 33.95 ft. to the TRUE POINT OF BEGINNING.

Thence from said TRUE POINT OF BEGINNING, leaving the westerly right-of-way of Hayward Drive, **N71°13'00"W**, 50 ft.; thence **S18°47'00"W**, 5 ft.; thence **S71°13'00"E**, 50 ft.; thence **N18°47'00"E**, 5 ft. back to the westerly right-of-way of Hayward Drive and the TRUE POINT OF BEGINNING.

Containing an area of 250 square feet, more or less.

APN 41-091-14

civ

Property No.: A

448

APN: 041-091-14

Joseph & Marian Horton

(Sellers)

Project: Hayward Drive Storm
Damage @ PM 0.05

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 15th day of April 9 ,
by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and
Joseph & Marian Horton 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
150 Hayward Drive in the County of Santa Cruz, more particularly described
in Exhibit "A", 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
\$100.00 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.

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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 April 9, 1999.

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: Dana McRae 5/5/89
Dana McRae
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

Joseph Horton
Joseph Horton
Marian Horton
Marian Horton

(SELLERS)

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EXHIBIT 'A'**LEGAL DESCRIPTION FOR HAWVARD DRIVE IN CSA #36 - STORM DAMAGE REPAIR AT P.M. 0.05; A PERMANENT DRAINAGE EASEMENT FOR THE PURPOSES OF ROAD CONSTRUCTION AND MAINTENANCE.**

Being a portion of Section 7, Township 11 South, Range 1 East, MDB & M, in the County of Santa Cruz, State of California; and being also a part of the lands conveyed by deed to Joseph Hugh and Marian L. Horton, filed for record on Nov. 9, 1990, in the document filed at Vol. 4756 at page 415 of official Records of Santa Cruz County, State of California; and more particularly described as follows:

PARCEL 1

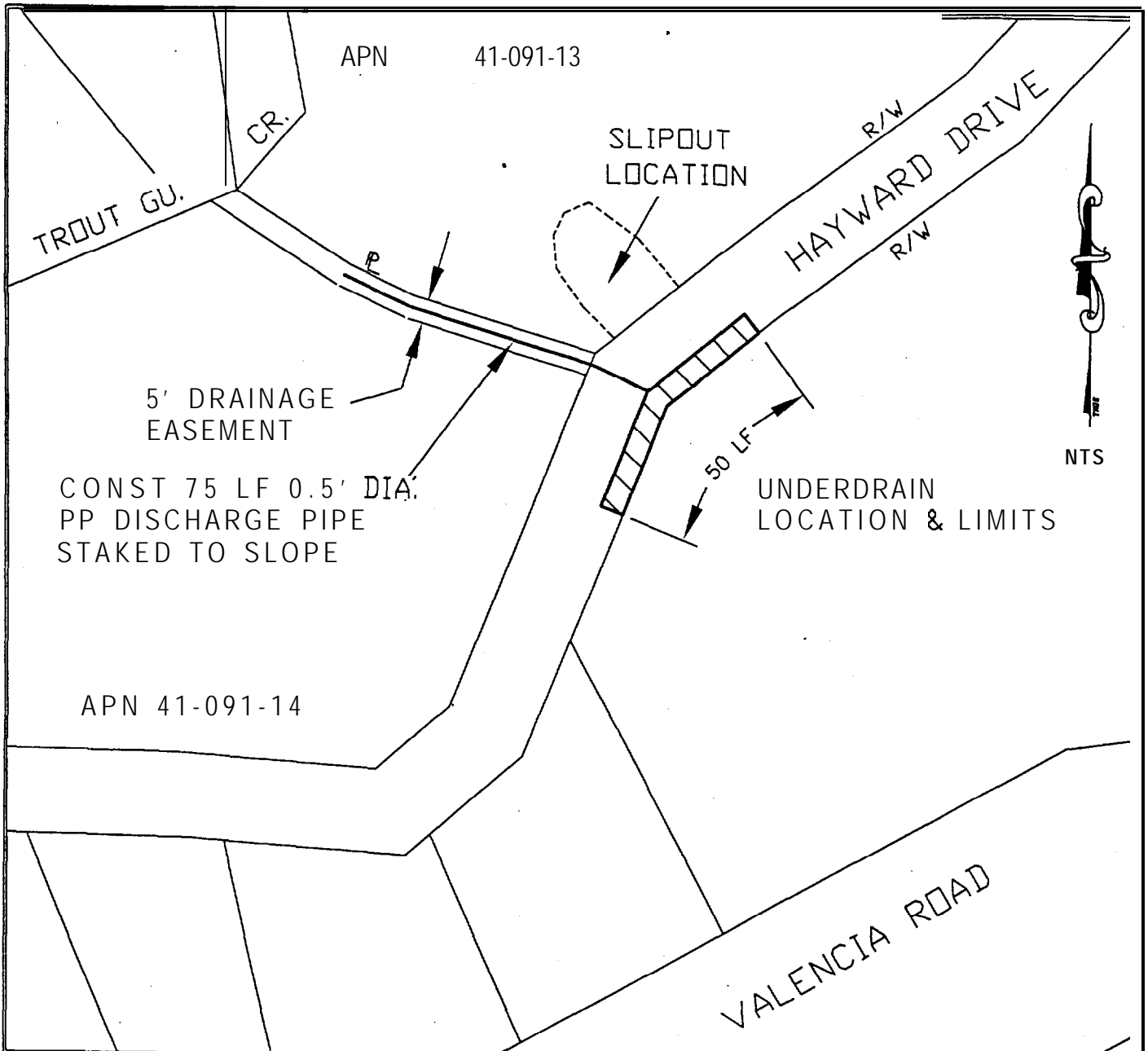
Beginning at a point at the northwest corner of that certain parcel, APN 041-092-01, and filed for record on May 5, 1996, at volume 5853, page 263 of Official Records of Santa Cruz County, State of California, and which said point is also at the southwest end of a five foot radius curve being on the right-of-way at the southeast corner of the intersection of Robideaux Road and Hayward Drive, and marked by a one half inch iron pipe (untagged) as shown on that certain subdivision map titled, "Subdivision No. 2, Forest Glen" filed for record at Vol 23 of maps, page 10 and recorded on October 9, 1925 and filed at the Office of the County Surveyor ; thence **S70°46'14"W**, 20.14 ft. more or less to a point on the westerly right-of-way of Hayward Drive, said point being also the most northeasterly corner of that parcel of land designated APN 41-092-13 and filed for record on May 14, 1993 at Volume 5261, page 096 of the Official Records of Santa Cruz County, State of California; thence proceeding in a southwesterly direction along the westerly right-of-way of Hayward Drive along the following courses and distances: **S07°26'59"W**, 82.68 ft., **S40°48'03"W**, 46.22 ft., **S53°45'00"W**, 20.56 ft., **S53°44'59"E**, 41.44 ft., **S49°31'00"W**, 33.95 ft. to the TRUE POINT OF BEGINNING.

Thence from said TRUE POINT OF BEGINNING, leaving the westerly right-of-way of Hayward Drive, **N71°13'00"W**, 50 ft.; thence **S18°47'00"W**, 5 ft.; thence **S71°13'00"E**, 50 ft.; thence **N18°47'00"E**, 5 ft. back to the westerly right-of-way of Hayward Drive and the TRUE POINT OF BEGINNING.

Containing an area of 250 square feet, more or less.

APN 41-091-14

civ



UNDERDRAIN SYSTEM – PLAN

Design Engineer
Registered Civil Engineer



CSA #36 HAYWARD DRIVE – P.M. 0.05
STORM DAMAGE REPAIR PROJECT