



# County of Santa Cruz<sup>0335</sup>

## DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(831) 454-2331 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER  
CHIEF REAL PROPERTY AGENT

AGENDA: SEPTEMBER 26, 2000

September 14, 2000

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: PROPOSED GRANT OF A TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT TO THE CITY OF SANTA CRUZ FOR THE COUNTY GOVERNMENT  
CENTER (APN 005-26 1-25)

#### Members of the Board:

As previously directed by your Board on August 1, 2000, the Real Property Division has reached agreement with the City of Santa Cruz to grant a temporary construction easement for the purpose of constructing flood control improvements at the government center where shown on the attached map. This project will provide greater flood protection at the government center.

As this proposed easement will benefit County property and no improvements will be effected that will not be repaired or replaced, it is recommended that the County grant the City of Santa Cruz a temporary construction easement.

It is therefore recommended that the Board of Supervisors authorize the Director of General Services to sign the attached Temporary Construction Easement Agreement on behalf of the County of Santa Cruz.

Yours truly,

Thomas L. Bolich  
Director of Public Works

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Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works

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## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this day of , 2000, by and between the County of Santa Cruz (“Grantor”) and the City of Santa Cruz, a municipal corporation (“Grantee”).

### RECITALS

- A. The U.S. Army Corps of Engineers (“COE”), under agreement with the City of Santa Cruz, will be undertaking the San Lorenzo River Improvement Project, which ~~includes, but~~ is not limited to, the raising and landscaping of the levees along the San Lorenzo River (the “Improvements”).
- B. The City’s Agreement with COE requires the City to obtain all easements necessary to construct the Improvements. COE will be entering into a construction contract with a third party for construction of the Improvements.
- C. Grantor warrants that it holds fee title to the property identified as Assessor’s Parcel Number 005-261-25 as shown on Exhibit A, attached hereto and incorporated herein (the “Property”), and that it has the right and authority to grant this Temporary Construction Easement.
- D. To meet the Grantee’s obligations to COE, Grantee desires temporary use of a portion of the Property, as described in Exhibit B attached hereto and incorporated herein, as a Temporary Construction Easement for construction activities for construction of a raised driveway section and new curbing adjacent to the raised driveway section; and
- E. Grantor and Grantee now desire to enter into this Agreement, whereby Grantor grants to Grantee a temporary construction easement on the Property on the terms and conditions set forth below.

### NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED IN THIS AGREEMENT GRANTOR AND GRANTEE AGREE AS FOLLOWS:

1. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee a temporary construction easement for construction activities associated with construction of raised driveway section and new curbing adjacent to the raised driveway section and said temporary construction easement on the Property is more particularly described in Exhibit B attached hereto and incorporated herein.
2. Release/Hold Harmless. In further consideration for the City’s agreements set forth in paragraph 2, Grantor hereby agrees to and shall hold Grantee, Grantee’s elective and appointive boards, commissions, officers, agents and employees harmless from any liability or claims for

property damage, property loss or property value diminution which may arise from Grantee's construction of the subject raised driveway section and new curbing adjacent to the raised driveway section in accordance with the terms of this Agreement. Grantee acknowledges that Grantor's release pertains only to claims relative to the taking, loss of use or loss of value of the Property attributable to the construction of the raised driveway section and new curbing adjacent to the raised driveway section.

3. Indemnity. Grantee hereby agrees to indemnify and hold Grantor harmless from all claims, demands or liability arising in connection with and for the duration of the Temporary Construction Easement granted pursuant to this Agreement if such claims, demands or liability are caused by Grantee, Grantee's employees or Grantee's contractor, or result from the public's use of the Temporary Construction Easement, except to the extent that such claims, demands, liability, injuries or harm may be caused by Grantor's own fault or negligence.

4. Notice: Term of the Easement. Grantee shall give ten (10) days notice to Grantor prior to the date of entry upon or commencement of construction near the Property. This Temporary Construction Easement shall be automatically effective at the end of the tenth day noticed and shall terminate upon the filing of a Notice of Completion for the San Lorenzo River Improvement Project.

5. Improvements. Any improvements on the Property removed or damaged by Grantee or Corps of Engineers contractor shall be replaced or restored by Grantee as closely to original condition as possible. The Grantee also agrees to raise the lawn area adjacent to the new curbing so as to create a level transition from the grass area to the top of the new curbing.


IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: County of Santa Cruz.

By: DIRECTOR OF GENERAL SERVICES

GRANTEE: City of Santa Cruz, a municipal corporation

  
By: Richard C. Wilson, City Manager

  
APPROVED AS TO FORM  
John G. Barisone 6-14-00  
John G. Barisone, City Attorney

**GARY IFLAND & ASSOC.**  
SURVEYING | MAPPING | GPS

1100 Wazer St. Suite C, Santa Cruz, CA Tel 831.426.7941 Fax 831.426.6296

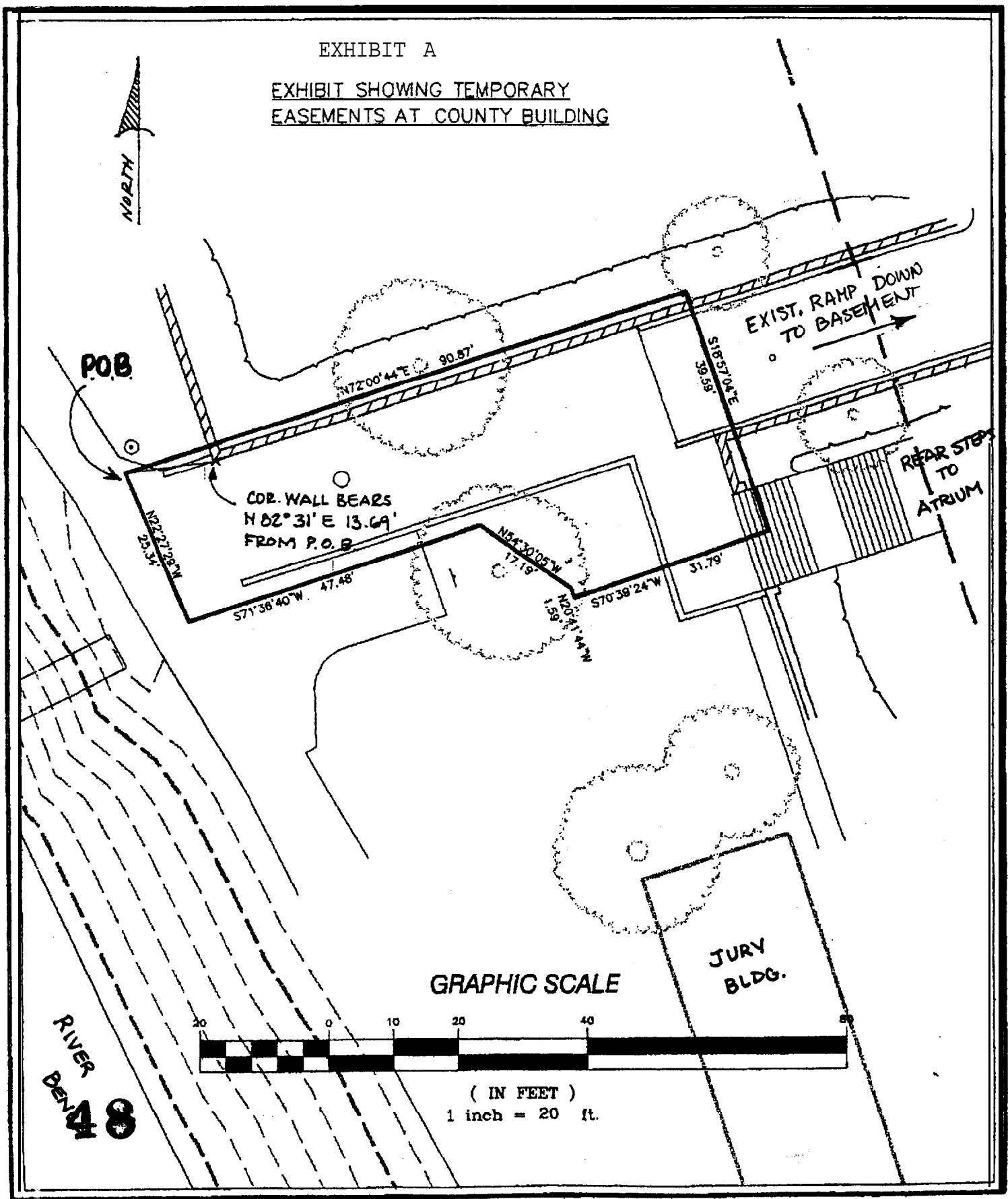
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JOB NO. 99005.01  
SHEET NO. 2 OF 2  
CALCULATED BY gri DATE 6/10/00  
SCALE: 1"=20'

EXHIBIT A

EXHIBIT SHOWING TEMPORARY  
EASEMENTS AT COUNTY BUILDING



**Gary Ifland & Associates, Inc.**  
**SURVYEINC | MAPPING | GPS**

1100 Water Street, Suite 1C  
 Santa Cruz, CA 95062  
 (831) 426-7941 FAX (831) 426-6266

PROJECT	99005.01		
CALC'D BY	GRI		
DATE	6/10/00		
SHEET	1	OF	2 SHEETS

EXHIBIT B

**TEMPORARY EASEMENT AT COUNTY BUILDING**

BEING a portion of the public lands of Santa Cruz County known as Assessors Parcel Number 005-261-25 located at 701 Ocean Street in the City of Santa Cruz, California, and more particularly described as follows:

BEGINNING at a point on the east side of the existing levee of the San Lorenzo River having coordinates of N 1818076.906, E 6116671.527, from which the corner of an existing concrete wall hears North 82° 31' East 13.69 feet distant; thence from said POINT OF BEGINNING, North 72° 00' 44" East 90.87 feet to a point having coordinates of N 1818104.969, E 6116757.958; thence South 18° 57' 04" East 39.59 feet to a point having coordinates of N 1818067.526, E 6116770.815; thence South 70° 39' 24" West 31.79 feet to a point having coordinates of N 1818056.995, E 6116740.816; thence North 20° 41' 44" West 1.59 feet to a point having coordinates of N 1818058.480, E 6116740.255; thence North 54° 30' 05" West 17.19 feet to a point having coordinates of N 1818068.462, E 6116726.260; thence South 71° 36' 40" West 47.48 feet to a point having coordinates of N 1818053.485, E 6116681.208; thence North 22° 27' 29" West 25.34 feet to the POINT OF BEGINNING;

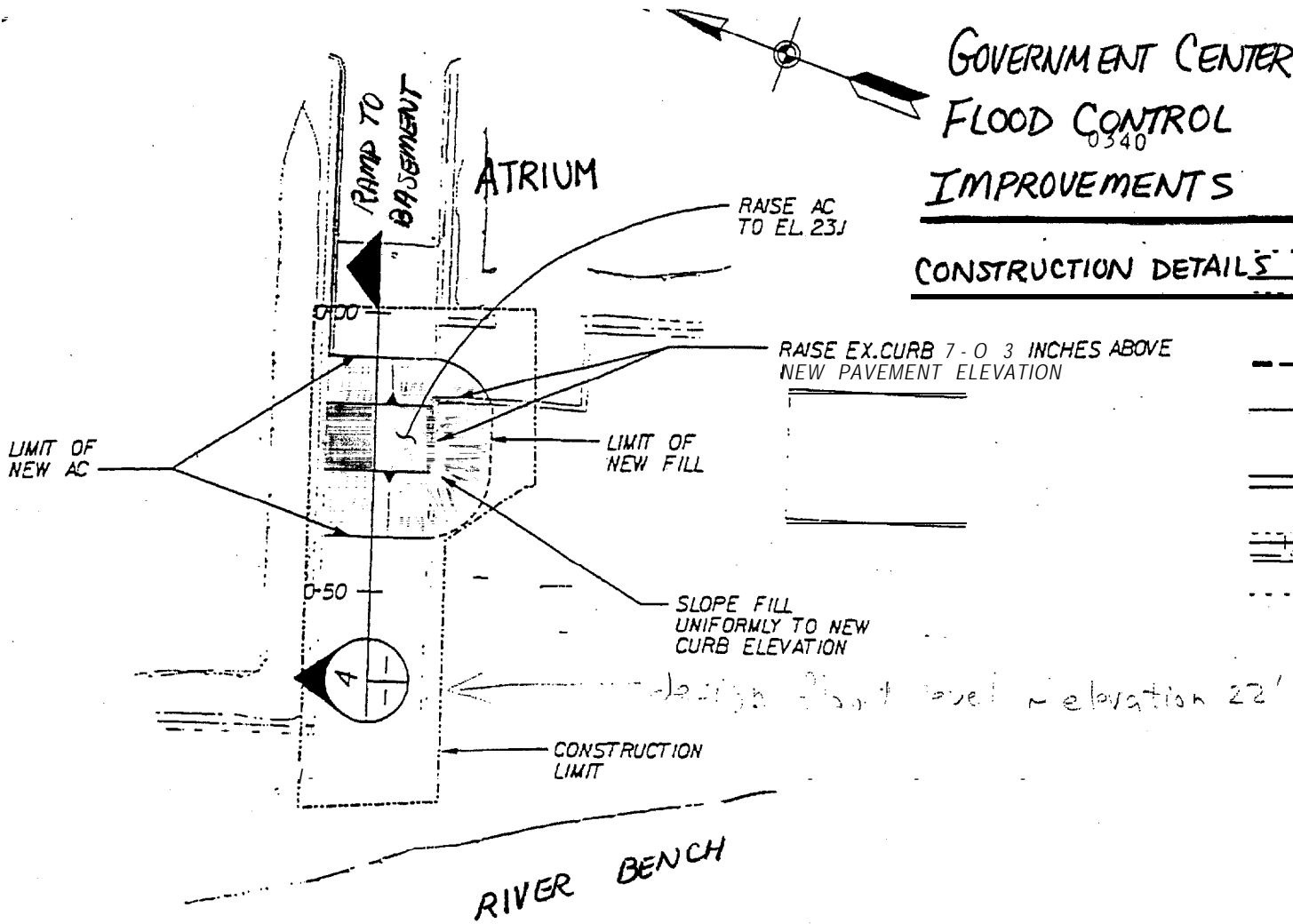
and CONTAINING 2802 square feet.

All coordinates, bearings and distances shown herein are based on California Coordinate System 1983 (1991.35 adjustment) Zone III grid per local control stations as shown on the City of Santa Cruz GPS Survey Control Network recorded in Volume 92 of Maps at Page 30, Santa Cruz County Records.

Prepared based on a field survey by Gary Ifland and Associates, Inc. in June, 2000.

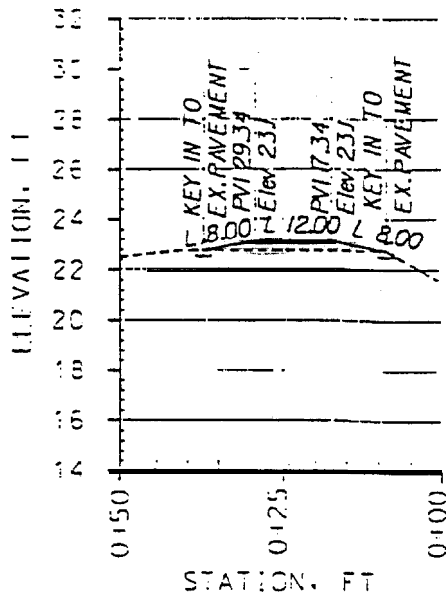
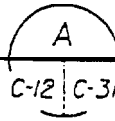
GOVERNMENT CENTER  
FLOOD CONTROL  
IMPROVEMENTS

CONSTRUCTION DETAILS



ASPHALT UNDULATION, PLAN

1"=20'-0"

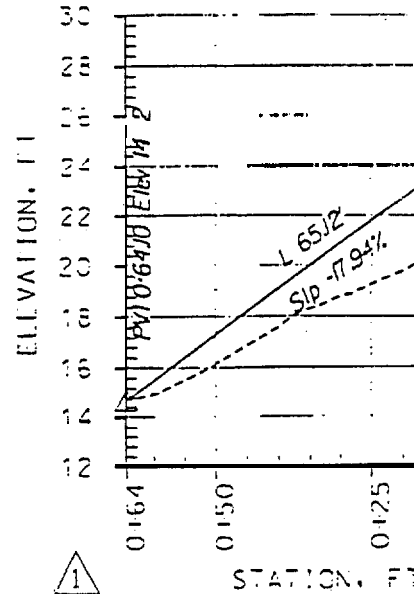
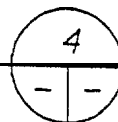


ASPHALT UNDULATION, PROFILE

REACH 2E

HORIZ: 1"=20'-0"

VERT: 1"=5'-0"



WATER - EUI PROFILE

REACH 1E

HORIZ: 1"=20'-0"

VERT: 1"=5'-0"