



County of Santa Cruz 0349

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 960604070
(831) 464-2331 FAX (831) **454-2385** TDD (831) 46443123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: DECEMBER 12, 2000

November 30, 2000

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

SUBJECT: BROWNS VALLEY ROAD BRIDGE REPLACEMENT PROJECT
BRL 5936 (026)

Members of the Board:

Included in the 2000/2001 Public Works Budget are funds for the construction of a replacement bridge on Browns Valley Road at the Corralitos Creek crossing and for the acquisition of the required property interests.

The attached three 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 project. The required easement areas are located at the bridge crossing and will allow for the installation of the new bridge (see attached maps). The settlement amounts for the property interests acquired are shown in the attached Resolution and are based on a departmental appraisal. These amounts are 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;

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
Page -2-

2. Approve payment of claims for the contracts.

Yours truly,

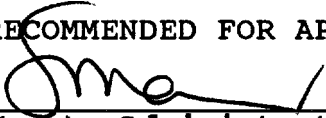


Thomas L. Bolich
Director of Public Works

pap

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works Department

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 BRIDGE REPLACEMENT PROJECT
BRL 5936 (026)

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 three contract documents attached hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interests have or will execute and deliver an easement deed 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>
107-521-17	John C. Locatelli Gina Locatelli	\$ 1,000.00
107-211-10	City of Watsonville	\$ 2,500.00
107-211-09	Patricia A. McMillan Edward F. Pio Estate of James L. Pio	\$19,990.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of the claims for the above listed contracts payable to the above listed Grantors in the amount indicated above, out of the Public Works Road Fund, Sub-object 3590, charged against CAMS Index No. 40236, 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 _____, 2000, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

D. McRae 11.29.00
Assistant County Counsel

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

EXHIBIT "B"

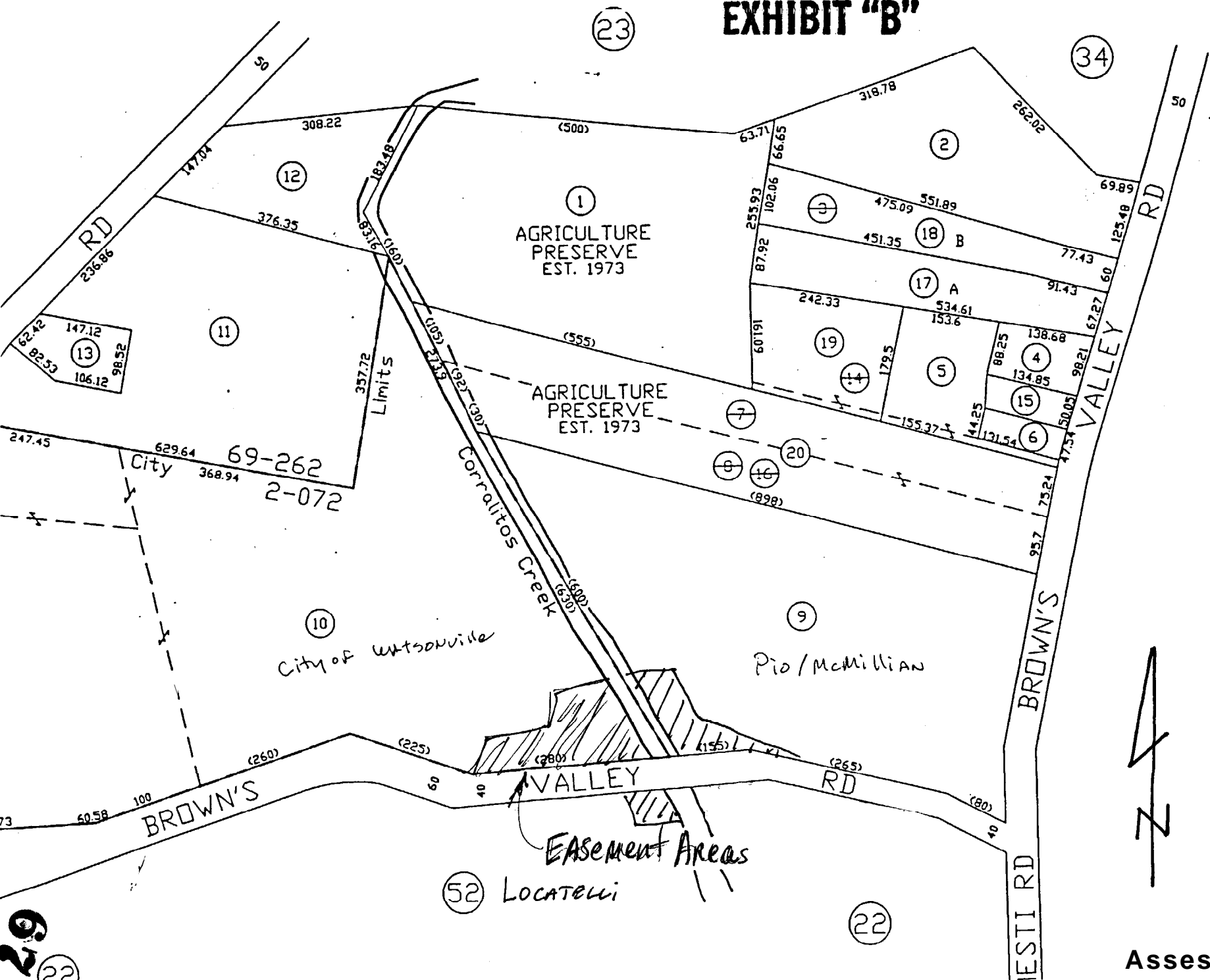
R. 1 E. Sec. 14
R. 2 E. Sec. 7

10PM23
3/15/73

EP

0353

Assessor's M



29
(22)

Gina Locatelli
John Locatelli
(SELLERS)

Property No.: 3
APN: 107-521-17
Project: BROWNS VALLEY ROAD BRIDGE
RECONSTRUCTION PROJECT
BRL 5936 (026)

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JOHN C. LOCATELLI and GINA LOCATELLI, as Trustees of the John C. Locatelli and Gina Locatelli 1999 Revocable Living Trust under Declaration of Trust dated Aug. 3, 1999, 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 a portion of the property located at 52 Browns Valley Road in the County of Santa Cruz (APN 107-521-17), 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 documents 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 \$1,000.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deeds 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. 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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

5. 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 and use and interest from said date.

6. 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;, shall be the same as the condition of said property on January 19, 2000.

7. 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 _____, 2000; and the SELLERS have executed this agreement as of the 8th day of March, 2000.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

John C. Locatelli, Trustee
John C. Locatelli, Trustee
Gina Locatelli, Trustee
Gina Locatelli, Trustee

APPROVED AS TO FORM:

By: S. Torres 11-29-00
SAMUEL TORRES, JR.
Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0356

Locatelli to County of Santa Cruz
APN 107-521-I 7

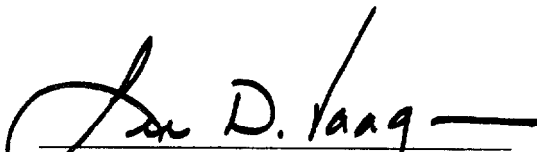
SITUATE in Rancho Corralitos, County of Santa Cruz, State of California, and BEING a portion of that certain Parcel B, as shown on the map filed July 13, 1977 in Volume 26 of Parcel Maps, Page 26, Santa Cruz County Records, and more particularly described as follows:

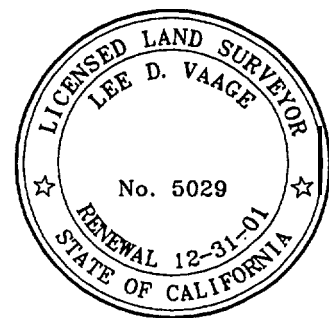
BEGINNING at a station on the eastern boundary of said Parcel B, from which station a drill hole and tag in the centerline of Browns Valley Road, a county road 50 feet in width, and in the deck of the existing bridge over Corralitos Creek, as said drill hole is shown on the Record of Survey filed in Volume 56 of Maps, Page 25, Santa Cruz County Records, bear North 2° 08' East 66.99 feet distant; thence from said point of beginning and leaving the said eastern boundary of Parcel B

- 1) South 84° 45' West 56.70 feet; thence
- 2) North 5° 15" West 41.44 feet to a station on the southern line of Browns Valley Road; thence along the southern line thereof
- 3) North 84° 45' East 62.07 feet to the northeastern corner of said Parcel B; thence leaving the southern line of Browns Valley Road, and along the eastern boundary of said Parcel B
- 4) South 2° 08' West 41.78 feet to the point of beginning.

Containing 2461 square feet, a little more or less.

Compiled and described by Mid Coast Engineers, May 2000, Job No. 97156.


Lee D. Vaage L. S. 5029



Property No.: 4 .

APN: 107-211-10

City of Watsonville
(SELLERS)

Project: BROWNS VALLEY ROAD BRIDGE
RECONSTRUCTION PROJECT
BRL 5936 (026)

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CITY OF WATSONVILLE, 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 a portion of the property located adjacent to Browns Valley Road in the County of Santa Cruz (APN 107-211-10), 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 documents 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 \$2,500.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deeds 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. 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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

5. 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 and use and interest from said date.

6. 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;, shall be the same as the condition of said property on January 19, 2000.

7. 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 _____, 2000; and the SELLERS have executed this agreement as of the 17th day of November, 2000.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER"
Chief, Real Property Division

City Of Watsonville:

By: [Signature]

APPROVED AS TO FORM:

By: Samuel Torres, Jr. 11-29-00
SAMUEL TORRES, JR.
Assistant County Counsel

APPROVED AS TO FORM
[Signature]
WATSONVILLE CITY ATTORNEY
DATED: 11-17-00

COUNTY

By: Thomas L. Bolich
THOMAS L. BOLICH
Director of Public Works

ATTEST:
[Signature]
CITY CLERK



City of Watsonville to County of Santa Cruz
APN 107-21 I-IO

SITUATE in Rancho Corralitos, County of Santa Cruz, State of California, and BEING a portion of the lands of the City of Watsonville; said portion more particularly described as follows:

Parcel One:

BEGINNING at a station, designated "Station A" for further reference, on the northeastern boundary of the lands of the City of Watsonville, from which station a drill hole and tag in the centerline of Browns Valley Road, a county road 50 feet in width, and in the deck of the existing bridge over Corralitos Creek, as said drill hole is shown on the Record of Survey filed in Volume 56 of Maps, Page 25, Santa Cruz County Records, bear South 27° 00' East 90.52 feet distant; thence from said point of beginning and leaving the northeastern boundary of the lands of the City of Watsonville

- 1) South 75° 52' 01 " West 173.65 feet; thence
- 2) South 50° 06' 54" West 41.08 feet; thence
- 3) South 84° 52' 29" West 103.48 feet to a station on the northern line of the said Browns Valley Road; thence along the northern line thereof
- 4) South 71 ° 46' East 22.93 feet; thence
- 5) North 84° 45' East 31 1.38 feet to the most eastern corner of the said lands of the City of Watsonville; thence leaving the northern line of Browns Valley Road, and along the said northeastern boundary of the lands of the City of Watsonville
- 6) North 27° 00' West 63.60 feet to the point of beginning.

Containing 10,064 square feet, a little more or less.

TOGETHER WITH a temporary construction easement, described as follows:

BEGINNING at "Station A", as described above; thence from said point of beginning and leaving the said northeastern boundary of the lands of the City of Watsonville

- 1) South 75° 52' 01 " West 173.65 feet; thence
- 2) South 50° 06' 54" West 41.08 feet; thence
- 3) South 84° 52' 29" West 103.48 feet to a station on the said northern line of Browns Valley Road; thence along the northern line thereof
- 4) North 71 ° 46' West 25.22 feet; thence leaving the said northern line
- 5) North 84° 52' 29" East 123.50 feet; thence

EXHIBIT "A"

0360

- 6) North 50° 06' 54" East 40.24 feet; thence
- 7) North 75° 52' 01 " East 173.65 feet to a station on the said northeastern boundary of the lands of the City of Watsonville; thence along the northeastern boundary thereof
- 8) South 27° 00' East 10.26 feet to the point of beginning.

Containing 3278 square feet, a little more or less.

Compiled and described by Mid Coast Engineers,. May 2000, Job No. 97156.



Lee D. Vaage L. S. 5029



Estate of James Pio
Edward F. Pio
Patricia A. McMillan
(SELLERS)

Property No.: 2
APN: 107-211-09
Project: BROWNS VALLEY ROAD BRIDGE
RECONSTRUCTION PROJECT
BRL 5936 (026)

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this _____ day of _____ 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, -and PATRICIA A. MCMILLAN, EDWARD F. PIO, and the Estate of James L. Pio, Tamara L. Fetzer, executrix, 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 a portion of the property located adjacent at 107 Browns Valley Road in the County of Santa Cruz (APN 107-211-09), 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 documents 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 \$19,990.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deeds 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. 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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or, after purchase of said property interests.

5. 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 and use and interest from said date.

6. 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;, shall be the same as the condition of said property on January 19, 2000.

7. 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 _____, 2000; and the SELLERS have executed this agreement as of the 24th day of November 0 0.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHTINGER
Chief, Real Property Division

Patricia A. McMillan
Patricia A. McMillan
Edward F. Pio
Edward F. Pio

APPROVED AS TO FORM:

By: D. McRae 11-29-00
DANA MCRAE
Chief Assistant County Counsel

Tamara L. Fetzer
Tamara L. Fetzer, executrix

COUNTY

67 By: THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0363

Pio to County of Santa Cruz
APN 107-Z 1 I-09

PARCEL ONE

SITUATE in Rancho Corralitos, County of Santa Cruz, State of California, and BEING a portion of the lands described in "Decree Settling Report of Executor.. .", Estate of Alverna F. Pio, Superior Court of California, County of Santa Cruz, Case No. 36403, and recorded in Volume 4630, Page 111, Official Records of Santa Cruz County; said portion more particularly described as follows:

BEGINNING at a station on the southwestern boundary of the above described lands of Pio, from which station a drill hole and tag in the centerline of Browns Valley Road, a county road 50 feet in width, and in the deck of the existing bridge over Corralitos Creek, as said drill hole is shown on the Record of Survey filed in Volume 56 of Maps, Page 25, Santa Cruz County Records, bear South 27° 00' East 132.84 feet distant; thence from said point of beginning and leaving the said southwestern boundary of the lands of Pio

- 1) North 63° 00' East 133.45 feet; thence
- 2) South 15° 00' East 105.77 feet to a station, designated "Station A" for further reference; thence
- 3) South 67° 20' 50" East 233.22 feet to a station, designated "Station B" for further reference, on the northern line of Browns Valley Road; thence along the northern line thereof
- 4) North 74° 00' 24" West 180.9 1 feet; thence
- 5) South 84° 45' West 140.1 1 feet to the southwest corner of the said lands of Pio; thence leaving the northern line of Browns Valley Road and along the said southwestern boundary of the lands of Pio
- 6) North 27° 00' West 105.92 feet to the point of beginning.

Containing 18,307 square feet, a little more or less.

TOGETHER WITH a temporary construction easement, described as follows:

BEGINNING at "Station A", as described above; thence

- 1) South 67° 20' 50" East 233.22 feet to a station on the said northern line of Browns Valley Road; thence along the northern line thereof
- 2) South 74° 00' 24" East 86.23 feet: thence leaving the said northern line

EXHIBIT

"A"

0364

- 3) North 67° 20' 50" West 326.58 feet; thence South 15° 00' East 12.63 feet to the point of beginning.

Containing 2799 square feet, a little more or less.

ALSO, TOGETHER WITH a temporary construction easement, described as follows:

BEGINNING at a station on the said northern line of Browns Valley Road, from which "Station B", as described above, bears North 74° 00' 24" West 125.78 feet distant; thence from said point of beginning and leaving the said northern line of Browns Valley Road

- 1) South 88° 37' 01" East 65.78 feet to a station on the western line of Browns Valley Road; thence along the western and northern line of Browns Valley Road
- 2) South 1° 35' 14" East 17.40 feet; thence
- 3) North 74° 00' 24" West 68.91 feet to the point of beginning.

Containing 572 square feet, a little more or less.

Compiled and described by Mid Coast Engineers, May 2000, Job No. 97156.


Lee D. Vaage L.S. 5029

