



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

761 OCEAN STREET, ROOM 416, SANTA CRUZ, CA 95060-4070
(631) 454-2331 FAX (831) 4543385 TDD (831) 464-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER
CHIEF REAL PROPERM AGENT

AGENDA: JANUARY 23, 2001

January 11, 2001

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

SUBJECT: BROWNS VALLEY ROAD BRIDGE REPLACEMENT PROJECT

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 contract provides for the acquisition of the necessary easements along the front of the subject parcel 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 map). The settlement amount for the property interests acquired is shown in the attached Resolution and is 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 contract and authorize the Director of Public Works to sign said document on behalf of the County;
2. Approve payment of claim for the contract.

Yours truly,

Thomas L. Bolich

Director of Public Works

pap
Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works Department

65

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 contract document attached hereto and hereinafter referred to, and

WHEREAS, the owner 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 contract binding County to the performance of said Articles, and

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

<u>A. P. N.</u>	<u>NAME</u>	<u>PAYMENT</u>
107-211-09	Ivan Goich	\$ 750.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of the claim for the above listed contract payable to the above listed Grantor 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 warrant to the above listed Grantor.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 2001, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

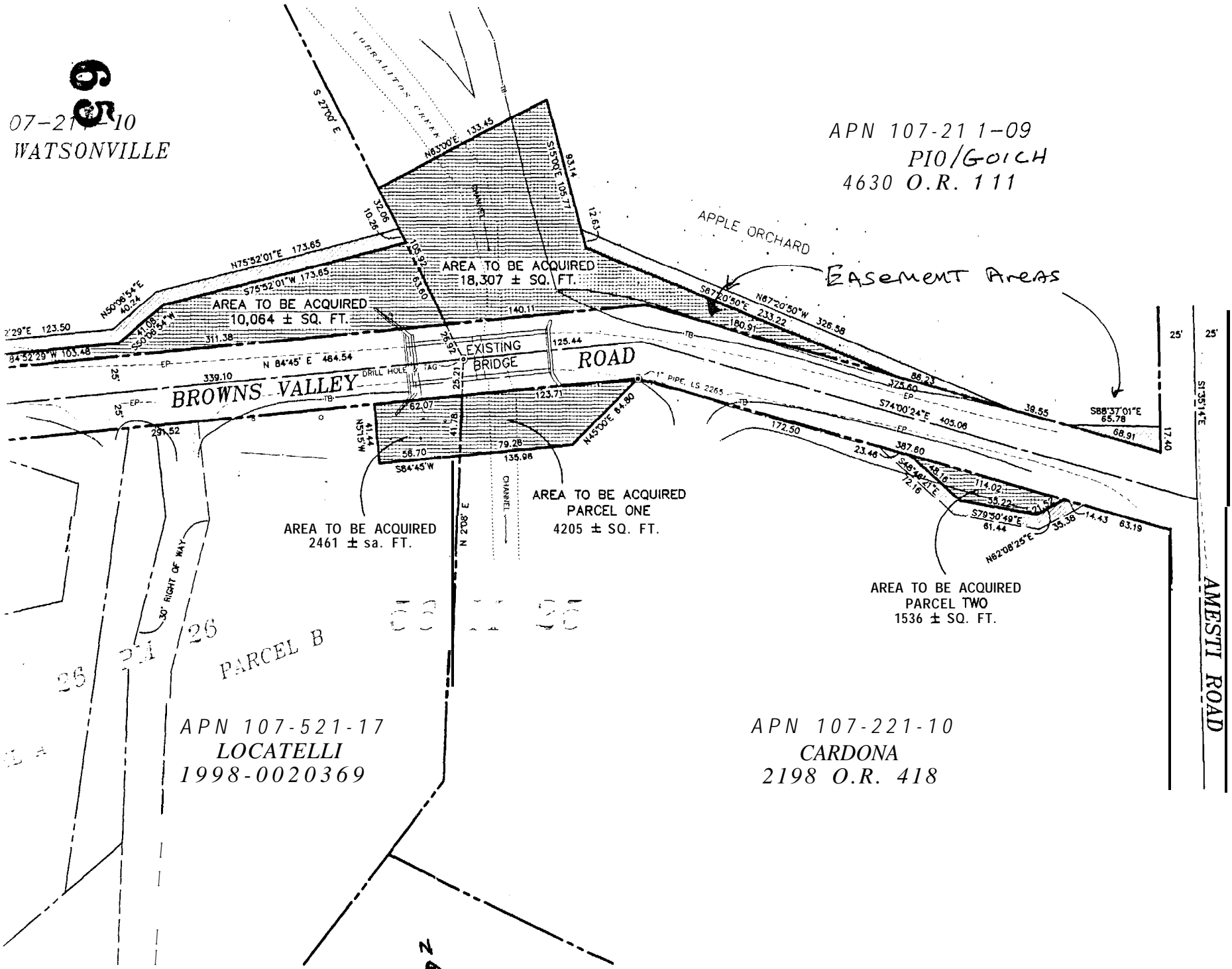
D. McRae 1-10-01

Assistant County Counsel

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

07-21-10
WATSONVILLE

APN 107-211-09
PIO/GOICH
4630 O.R. 111



Ivan Goich
(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 17 day of DEC, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and IVAN **GOICH**, 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 a Quitclaim 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 \$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 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 **65** 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 improvements, shall be the same as the condition of said property on September 15, 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 _____, 2001; and the SELLERS have executed this agreement as of the 17 day of DECEMBER, 2000.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

IVAN GOICH
Ivan Goich

[Signature]

APPROVED AS TO FORM:

By: D. M. Rae 1-10-01 for
SAMUEL TORRES, JR.
~~Assistant~~ County Counsel

65 COUNTY

By: _____
~~JOHN A. FANTHAM~~
Director of Public Works
THOMAS L. Bolich,

(SELLERS)

EXHIBIT "A"

Pio to County of Santa Cruz
APN 107-21 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 11 1, 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 180.91 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"

0448

- 3) North $67^{\circ} 20' 50''$ West 326.58 feet; thence South $15^{\circ} 00'$ 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 $74^{\circ} 00' 24''$ West 125.78 feet distant; thence from said point of beginning and leaving the said northern line of Browns Valley Road

- 1) South $88^{\circ} 37' 01''$ 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 $1^{\circ} 35' 14''$ East 17.40 feet; thence
- 3) North $74^{\circ} 00' 24''$ 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

