



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2331 FAX (831) 454-2385 TDD (831) 4643123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER  
CHIEF REAL PROPERTY AGENT

AGENDA: FEBRUARY 13, 2001

February 1, 2001

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

### SUBJECT: BARGETTO BRIDGE REPLACEMENT AND SOQUEL DRIVE ROAD IMPROVEMENT PROJECT

#### Members of the Board:

Included in the 2000/2001 Public Works Road and Redevelopment Agency budgets are funds for the construction of a new bridge over Soquel Creek at Soquel Drive and road and streetscape improvements to Soquel Drive in the Soquel Village area and for the acquisition of the required right-of-way. The bridge replacement project is being constructed with federal funds and a local funding share provided by the Redevelopment Agency. The Porter Street right turn lane and Soquel Drive streetscape project is being constructed with Redevelopment Agency funds and developer fees.

The attached seven contracts provide for the acquisition of the necessary road right-of-way and easements along the front of the subject parcels required for the completion of the above mentioned bridge and road project. The required take areas are located at the bridge crossing and along the north side of Soquel Drive to Porter Street and will allow for the installation of the new bridge and road improvements (see attached maps). The settlement amounts for the property interests acquired are shown in the attached Resolution and are based on a departmental appraisal and negotiated settlements. These amounts are considered fair and reasonable for the real property interests being acquired and represent the fair market value for such property interests.

The funding for two of these acquisitions, Central Fire Protection District and Karleen, is being provided by the County's Redevelopment Agency. These two parcels are located further west of the bridge toward Porter Street and are part of the Porter Street right turn lane and Soquel Drive streetscape project. To save cost and work time in this area of Soquel, the right turn lane and streetscape project and the bridge replacement project are being bid as one and will be constructed at the same time. Redevelopment funds are being used because it has been determined that the improvements are of benefit to the project area, that no other reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's five year implementation plan.

## SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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The Redevelopment Agency has a letter to the Board of Directors of the Redevelopment Agency on today's agenda requesting authorization for the expenditure of funds necessary for the Central Fire Protection District and Karleen acquisitions.

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

1. Make findings that the acquisitions are of benefit to the project area or the immediate area in which the work is located, that no other reasonable means of financing the work are available to the community, that the work will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's five year implementation plan;
2. Adopt Resolution approving and accepting the terms and conditions of the seven contracts and authorize the Director of Public Works to sign said documents on behalf of the County;
3. Approve payment of claims for the seven contracts.

Yours truly,

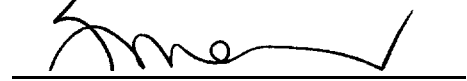


Thomas L. Bolich  
Director of Public Works

pap

Attachments

RECOMMENDED FOR APPROVAL:



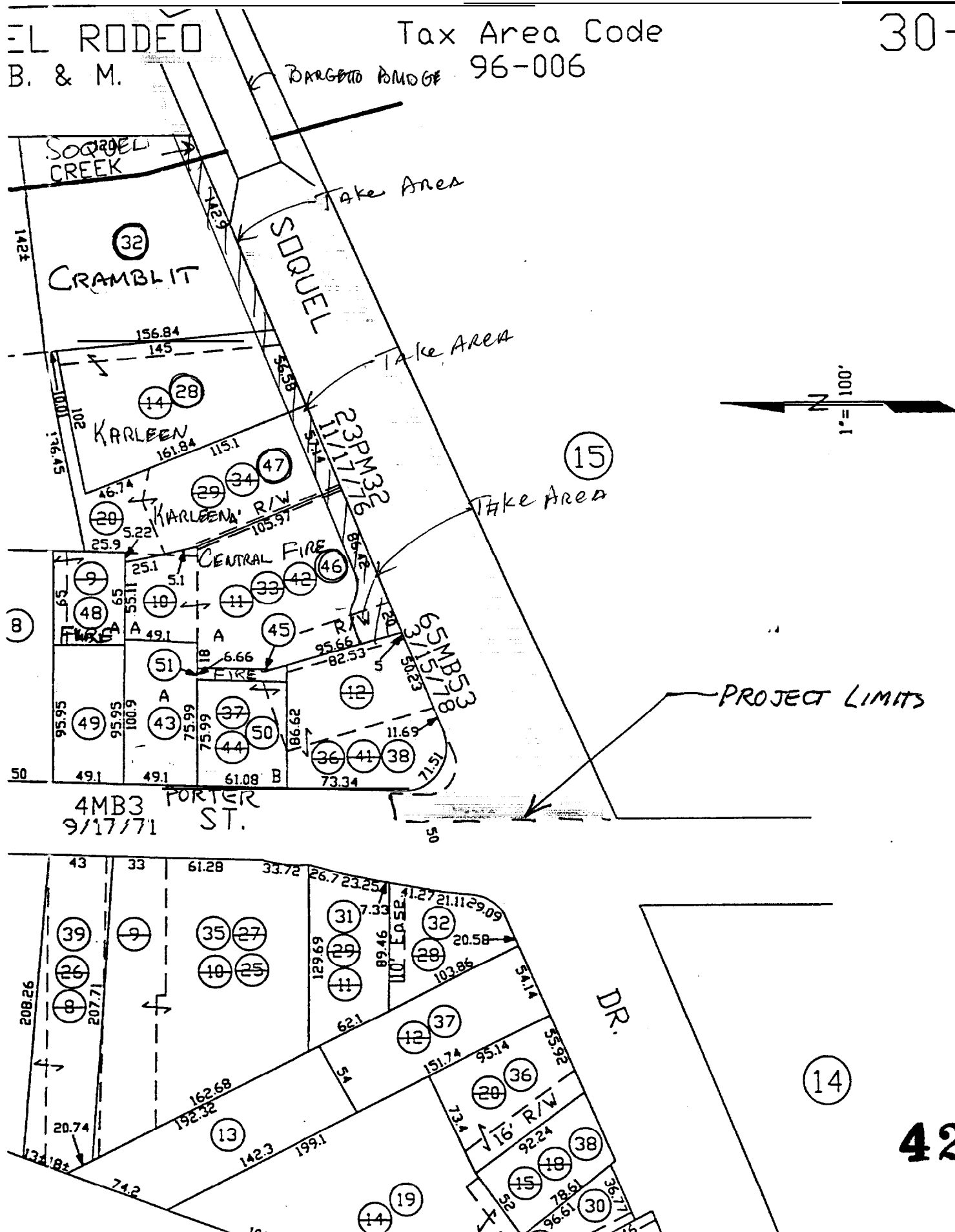
County Administrative Officer

42 Copy to: Public Works Department  
Redevelopment Agency

EL RODEO  
B. & M.

Tax Area Code  
96-006

30-08



PDR. SOQUEL RANCHO  
SEC. 10, T.11S., R.1W., M.D.B. & M.

Tax Area Code  
96-101

3U-U7

SOQUEL

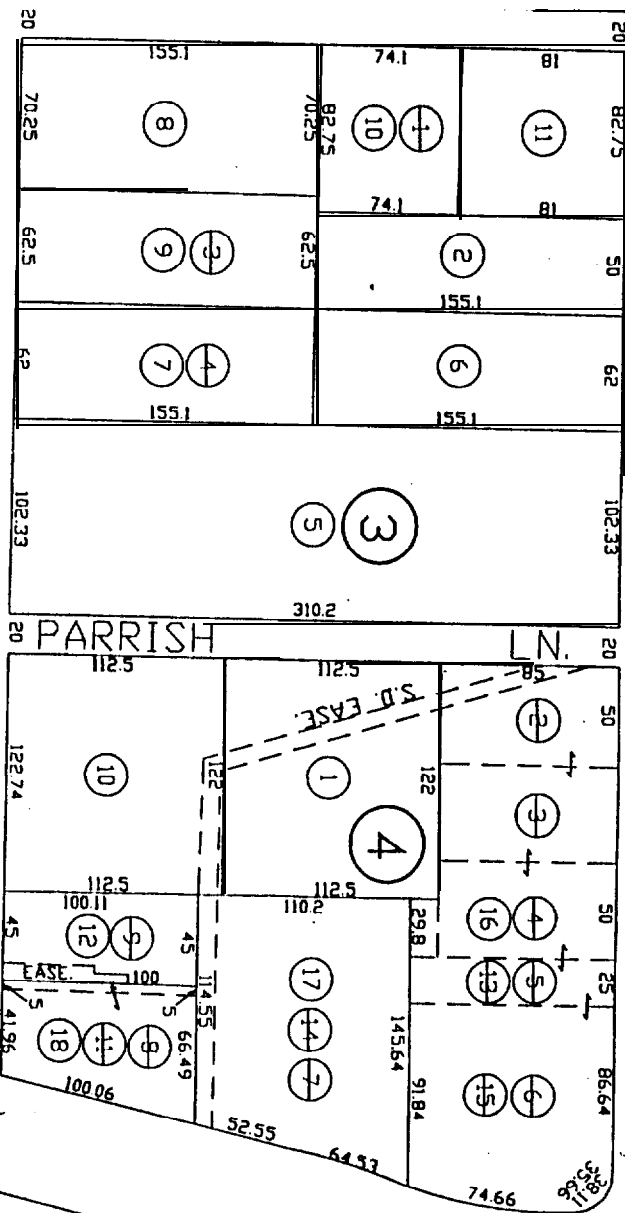
0234

(10)

SIMB19  
1/7/74

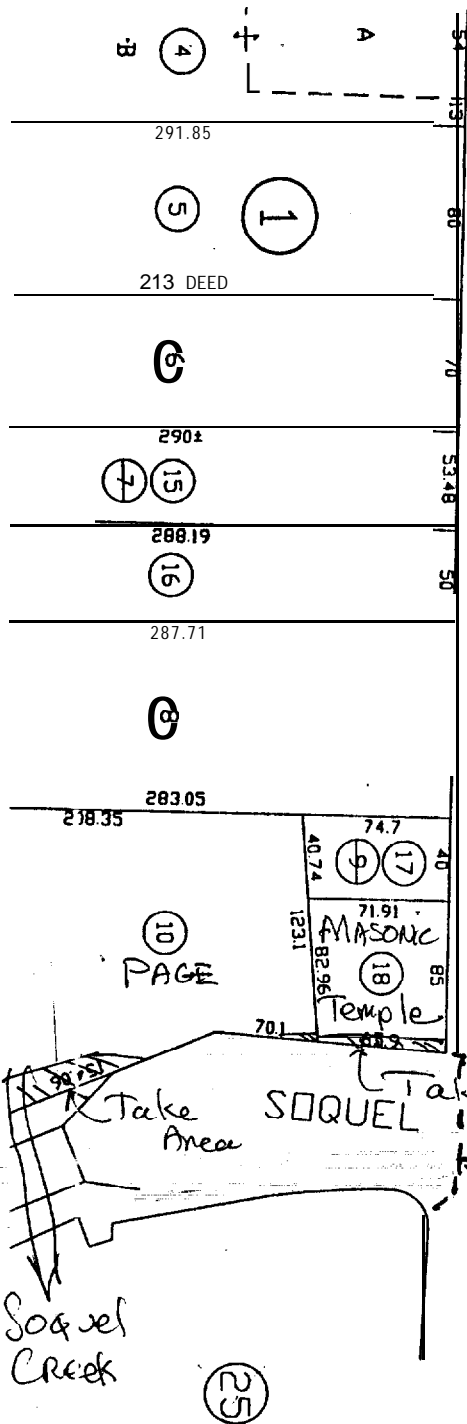
47MB48  
7/8/74

CENTER ST.



26PM50

MAIN ST.



Soquel Creek

FOR TAX PURPOSES ONLY

POR. RANCHO ARROYO DE

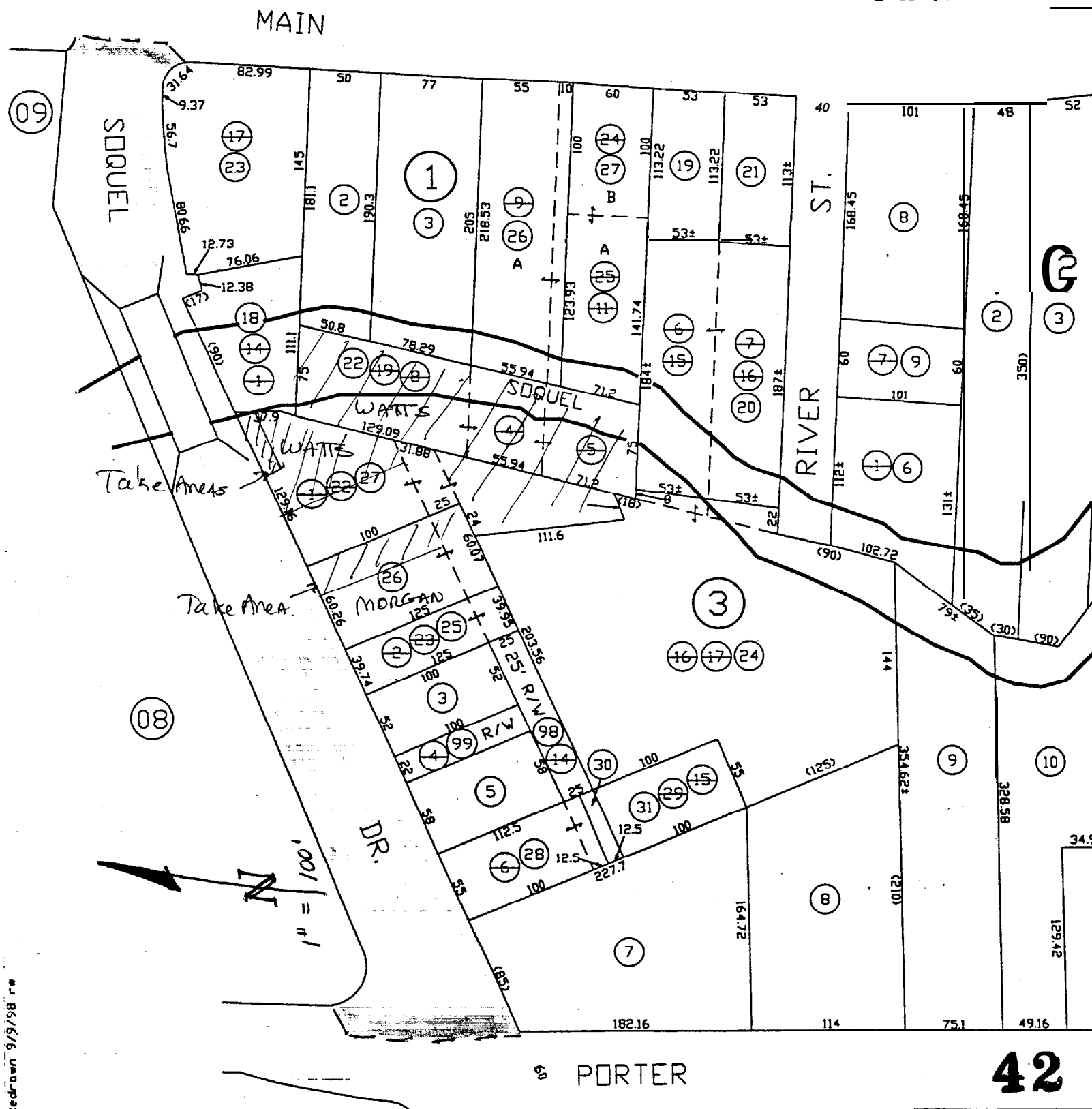
THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.

SEC. 10, T.11S.

© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1998

21PM43  
6/10/76

92RS14 0235  
27/11/97



Electronically Redrawn 9/9/98 r\*

Note - Assessor's Parcel  
Lot Numbers Shown

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  
BARGETTO BRIDGE REPLACEMENT AND SOQUEL DRIVE ROAD IMPROVEMENT PROJECT**

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 seven contract documents attached hereto and hereinafter referred to, and

WHEREAS, the owners 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>
030-082-46	Central Fire Protection District	\$33,750.00
030-082-28 & 030-082-47	Bernard N. Karleen	\$27,300.00
030-082-32	Gregory L. Cramblit	\$40,000.00
030-091-10	Daniel O. Page & Karin Helena Wigren	\$ 6,000.00
030-091-18	Soquel Masonic Temple Association	\$ 1,500.00
030-151-22 & 030-153-27	Howard Watts	\$ 4,000.00
030-153-26	Kenneth Morgan	\$ 0

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 Santa Cruz Title Company, as escrow agent for these transactions, in the amount indicated above, out of the Public Works Road Fund, Sub-object 3590, charged against CAMS Index No. 66049, for the Central Fire Protection District and Bernard Karleen claims and against No. 40175 for all the other claims, 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

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BE IT FURTHER ORDERED that said Chief, Real Property Division, deliver said warrants to Santa Cruz Title Company for disbursement to the grantors.

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

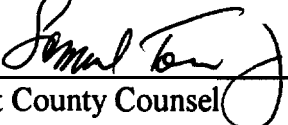
NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of said Board

ATTEST: \_\_\_\_\_  
Clerk of said Board

Approved as to form:

 1/31/01  
Assistant County Counsel

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

Central Fire Protection Dist.  
(SELLERS)

Property No.: 2  
APN: 030-082-46

0238

Project: BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT (BRL-5936)

**CONTRACT**  
**COUNTY OF SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CENTRAL FIRE PROTECTION DISTRICT, as successor and interest to Soquel Fire Protection District, 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 Deed covering a portion of the property located at 4747 Soquel Drive in the County of Santa Cruz (APN 030-082-46), 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 **\$33,750.00** 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 escrow with Santa Cruz Title Company.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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 28, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A", exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. Grantor consents to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

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 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 d 9 y o f JANUARY, 2001.

## RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

## APPROVED AS TO FORM:

By: Dana McRae  
DANA McRAE  
Chief Assistant County Counsel

## COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

## Central Fire Protection Dist.:

Michael C. Mitchell  
By: Chairperson  
Ken Beal  
Vice-Chairperson

Mike Danell  
Director  
Mike Ridgway  
Director  
Dan Rudd  
Director  
(SELLERS)

# EXHIBIT "A"

0241

## CENTRAL FIRE PROTECTION DISTRICT

APN 030-082-46

Situate in the County of Santa Cruz, State of California, and described as follows:

Being a portion of Parcel A as shown on the map filed March 15, 1978 in Volume 65 of Maps at Page 53, Santa Cruz County Records, and more particularly described as follows:

### Parcel 1

Beginning at the southwesterly corner of said Parcel A, on the northerly line of Soquel Drive; thence along said northerly line North  $66^{\circ}43'$  East 106.35 feet to the southeasterly corner of said Parcel A; thence leaving the northerly line along the easterly boundary of Parcel A North  $23^{\circ}16'39''$  West 3.17 feet; thence leaving said easterly boundary South  $66^{\circ}43'$  West 59.20 feet; thence along a tangent curve to the right with a radius of 58.28 feet through a central angle of  $25^{\circ}03'12''$  an arc distance of 25.48 feet; thence along a tangent curve to the left with a radius of 60.28 feet through a central angle of  $20^{\circ}42'43''$  an arc distance of 21.79 feet to a point on the westerly boundary of said Parcel A; thence along said westerly boundary South  $17^{\circ}13'23''$  East 14.23 feet to the point of beginning.

Containing 574 square feet, more or less.

### Parcel 2

Being an easement for sidewalk, utility, landscaping, and sign purposes over a portion of said Parcel A, and more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel 1 on the easterly boundary of said Parcel A; thence along said easterly boundary North  $23^{\circ}16'39''$  West 6.55 feet; thence leaving said easterly boundary South  $66^{\circ}43'$  West 59.38 feet; thence North  $86^{\circ}52'03''$  West 2.62 feet; thence along a curve to the right with a beginning tangent bearing of South  $72^{\circ}29'07''$  West with a radius of 50.75 feet through a central angle of  $19^{\circ}28'28''$  an arc distance of 17.25 feet; thence South  $68^{\circ}34'24''$  West 2.62 feet; thence along a curve to the left with a beginning tangent bearing of South  $89^{\circ}33'22''$  West with a radius of 66.83 feet through a central angle of  $18^{\circ}19'47''$  an arc distance of 21.38 feet to a point on the westerly boundary of said Parcel A; thence along said westerly boundary South  $17^{\circ}13'23''$  East 6.55 feet to the northwesterly corner of the above described Parcel 1; thence along the northerly boundary of the above described Parcel 1 along a curve to the right with a beginning tangent bearing of North  $71^{\circ}13'35''$  East with a radius of 60.28 feet through a central angle of  $20^{\circ}42'43''$  an arc distance of 21.79 feet; thence along a tangent curve to the left with a radius of 58.28 feet through a central angle of  $25^{\circ}03'12''$  an arc distance of 25.48 feet; thence North  $66^{\circ}43'$  East 59.20 feet to the point of beginning.

Containing 716 square feet, more or less.

# EXHIBIT "A"

## CENTRAL FIRE PROTECTION DISTRICT

0242

APN 030-082-46

Parcel 3

Situate in the County of Santa Cruz, State of California, and described as follows:

Being a temporary construction easement over a portion of Parcel A as shown on the map filed March 15, 1978 in Volume 65 of Maps at Page 53, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 26 feet in width, the southerly boundary of which is the southerly boundary of said Parcel A.

Containing 2,736 square feet, more or less.

ABT:abt

Bernard N. Karleen  
(SELLERS)

Property No.: 3 0243  
APN: 030-082-28 & 47  
Project: BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT (BRL-5936)

**CONTRACT**  
**COUNTY OF SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BERNARD N. KARLEEN, Trustee of the Bernard N. Karleen Trust dated October 10, 1991, 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 Deed covering a portion of the property located at 4767 Soquel Drive in the County of Santa Cruz (APN 030-082-28 & 47), 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 \$27,300.00 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 escrow with Santa Cruz Title Company.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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 28, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A", exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. Grantor consents to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

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 COUNTY has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and the SELLERS have executed this agreement as of the 12<sup>th</sup> day of Dec., 2020.

## RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Bernard N. Karleen, Trustee  
Bernard N. Karleen, trustee

## APPROVED AS TO FORM:

By: Dana McRae  
DANA McRAE  
Chief Assistant County Counsel

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

KARLEEN

0246

APN 030-082-28

Situate in the County of Santa Cruz, State of California and described as follows:

Being a portion of Parcel B as shown on the map filed November 17, 1976 in Volume 23 of Parcel Maps at Page 32, Santa Cruz County Records, and more particularly described as follows:

## Parcel 1

Beginning at the southwesterly corner of said Parcel B, on the northerly line of Soquel Drive; thence along said northerly line North  $66^{\circ}43'$  East 56.58 feet to the southeasterly corner of said Parcel B; thence leaving said northerly line along the easterly boundary of Parcel B North  $06^{\circ}23'$  West 3.32 feet; thence leaving said easterly boundary South  $66^{\circ}43'$  West 57.54 feet to the southwesterly boundary of said Parcel B; thence along said southwesterly boundary South  $23^{\circ}17'$  East 3.17 feet to the point of beginning.

Containing 181 square feet, more or less.

## Parcel 2

Being an easement for sidewalk, utility, and sign purposes over a portion of said Parcel B, and more particularly described as follows:

Beginning at the northwesterly corner of the above described Parcel 1; thence North  $66^{\circ}43'$  East 57.54 feet to the easterly boundary of said Parcel B; thence along said easterly boundary North  $06^{\circ}23'$  West 7.87 feet; thence leaving said easterly boundary South  $66^{\circ}43'$  West 59.83 feet to the southwesterly boundary of said Parcel B; thence along said southwesterly boundary South  $23^{\circ}17'$  East 7.53 feet to the point of beginning.

Containing 442 square feet, more or less.

ABT:abt



# EXHIBIT "A"

0247

KARLEEN

APN 030-082-28

Situate in the County of Santa Cruz, State of California and described as follows:

Being a temporary construction easement over a portion of Parcel B as shown on the map filed November 17, 1976 in Volume 23 of Parcel Maps at Page 32, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 34 feet in width, the southerly boundary of which is the southerly boundary of said Parcel B.

Containing 2,099 square feet, more or less.

ABT:abt

# **EXHIBIT "A"**

0248

**KARLEEN**

**APN 030-082-47**

Situate in the County of Santa Cruz, State of California and described as follows:

Being a portion of Parcel A as shown on the map filed November 17, 1976 in Volume 23 of Parcel Maps at Page 32, Santa Cruz County Records, and more particularly described as follows:

## **Parcel 1**

Being a strip of land 3.17 feet wide, the southeasterly boundary of which is the southeasterly boundary of said Parcel A.

Containing 181 square feet, more or less.

## **Parcel 2**

Being an easement for sidewalk, utility, and sign purposes over a portion of said Parcel A, and more particularly described as follows:

A strip of land 7.53 feet wide, the southeasterly boundary of which is the northwesterly boundary of the above described Parcel 1.

Containing 430 square feet, more or less.

ABT:abt

# **EXHIBIT "A"**

0249

**KARLEEN**

**APN 030-082-47**

Situate in the County of Santa Cruz, State of California and described as follows:

Being a temporary construction easement over a portion of Parcel A as shown on the map filed November 17, 1976 in Volume 23 of Parcel Maps at Page 32, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 24 feet in width, the southerly boundary of which is the southerly boundary of said Parcel A.

Containing 1,365 feet, more or less.

ABT:abt

Gregory L. Cramblit  
(SELLERS)

Property No.: 4

APN: 030-082-32

Project: BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT (BRL-5936)

**CONTRACT**  
**COUNTY OF SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and GREGORY L. CRAMBLIT, 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 Deed covering a portion of the property located at 4771 Soquel Drive in the County of Santa Cruz (APN 030-082-32), more particularly described in Exhibit "A", "B" and "C", 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 \$40,000.00 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 escrow with Santa Cruz Title Company.

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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 or deposits said amount into an escrow account with Santa Cruz Title Company at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (831-438-4200), 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", "B" and "C", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on September 28, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A", "B" and "C" exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. Grantor consents to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

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 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 23<sup>rd</sup> day of January, 2001.

## RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Gregory L. Cramblit  
Gregory L. Cramblit

## APPROVED AS TO FORM:

By: Dana McRae  
DANA McRAE  
Chief Assistant County Counsel

## COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

EXHIBIT A

Gregory L. Cramblit  
To  
County of Santa Cruz

SITUATE in Rodeo Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Gregory L. Cramblit as said lands are described in the deed filed in Volume 5492, at Page 578 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the most southern corner of said lands of Cramblit, being also a point on the northern sideline of the county road known as Soquel Drive; thence the following courses and distances:

1. N 66°49' E, 142.90 feet along the northern sideline of said county road to a point in the centerline of Soquel Creek at the Southeast corner of said lands of Cramblit, also being a point along the eastern boundary of Rancho Rodeo; thence
2. Leaving said county road and along the eastern boundary of said lands of Cramblit and along the boundary of said rancho, N 1°06' W, 11.39 feet to a point; thence
3. Leaving said boundaries, S 66°47'55" W, 61.04 feet to a point; thence
4. S 23°12'05" E, 9.89 feet to a point; thence
5. S 70°19'10" W, 41.40 feet to a point; thence
6. S 66°47'55" W, 43.87 feet to a point on the western boundary of said lands of Cramblit; thence
7. Along said western boundary, S 6°17' E, 3.30 feet to the point of beginning.

Containing 841 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1100) and from official records in August, 2000.

APN 030-082-32 (Portion)

98168aug.18



3-20-00

EXHIBIT B

Gregory L. Cramblit  
To  
County of Santa Cruz

An easement over the lands of Gregory L. Cramblit as described as follows:

SITUATE in Rodeo Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Gregory L. Cramblit as said lands are described in the deed filed in Volume 5492, at Page 578 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING-at a point on the western boundary of said lands of Cramblit, from which the most southern corner of said lands of Cramblit bears S 6°17' E, 3.30 feet; thence the following courses and distances:

1. Along the western boundary of said lands of Cramblit, N 6°17' W, 6.90 feet to a point; thence
2. Leaving said western boundary, N 66°47'55" E, 42.06 feet to a point; thence
3. N 70°19'10" E, 41.20 feet to a point; thence
4. S 23°12'05' E, 6.61 feet to a point; thence
5. S 70°19'10' W, 41.40 feet to a point; thence
6. S 66°47'55" W, 43.87 feet to the point of beginning.

Containing 556 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in August, 2000.

APN 030-082-32 (Portion)

98168aug. 18

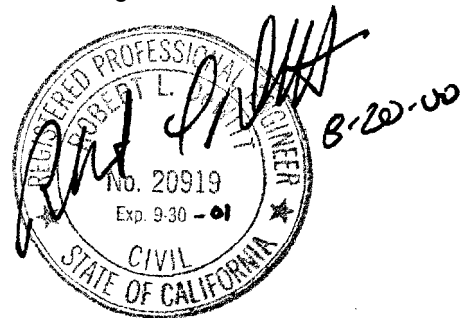




EXHIBIT C

0255

Gregory L. Cramblit  
To  
County of Santa Cruz

An easement over the lands of Gregory L. Cramblit as described as follows:

SITUATE in Rodeo Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Gregory L. Cramblit as said lands are described in the deed filed in Volume 5492, at Page 578 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the Southwest corner of said lands of Cramblit, being also a point on the northern sideline of Soquel Drive; thence the following courses and distances:

1. Along the southern boundary of said lands of Cramblit and the northern sideline of said Soquel Drive, N 66°49' E, 142.90 feet to the Southeast corner of said lands of Cramblit, being also a point on the eastern boundary of Rodeo Rancho; thence
2. Leaving the southern boundary of said lands of Cramblit and leaving the northern sideline of said Soquel Drive, along the eastern boundary of said rancho, N 1°06' W, 47.76 feet to a point; thence
3. Leaving said rancho boundary, S 66°51' W, 39.87 feet to a point; thence
4. N 42°50' W, 29.21 feet to a point; thence
5. S 67°00' W, 8.59 feet to a point; thence
6. N 13°20' W, 57.49 feet to a point; thence
7. S 81°33'20" W, 70.25 feet to a point on the western boundary of said lands of Cramblit; thence
8. Along said western boundary, S 6°17' E, 77.39 feet to a point; thence
9. Leaving said boundary, N 87°22' E, 46.46 feet to a point; thence
- IO. S 0°30'30" E, 40.24 feet to a point; thence
11. S 84°17' W, 4.49 feet to a point on the eastern face of the building on said lands of Cramblit; thence
12. Along said face of building, S 5°43' E, 6.48 feet to the Southeast corner of said building; thence
13. Along the Southern face of said building and the prolongation thereof, S 84°17' W, 37.77 feet to a point on the western boundary of said lands of Cramblit; thence

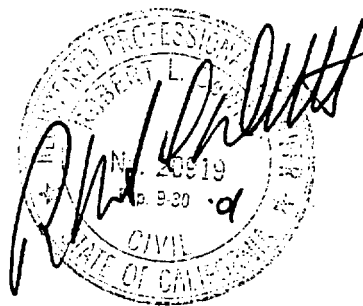


14. Along said western boundary, S 6°17' E, 26.49 feet to the point of beginning,  
Containing 12,080 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in October, 2000.

APN 030-082-32 (Portion)

98168nov.20



Daniel O. Page  
Karin Helena Wigren  
(SELLERS)

Property No.: 5  
APN: 030-091-10  
Project: BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT

**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 DANIEL O. PAGE and KARIN HELENA WIGREN, Trustees or their successors of the Daniel O. Page and Karin Helena Wigren 1999 Revocable Trust, as separate property of Daniel O. Page, 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 Deed covering a portion of the property located adjacent at 4831 Soquel Drive in the County of Santa Cruz (APN 030-091-10), more particularly described in Exhibit "A", "B" and "C", 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 \$6,000.00 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 escrow with Santa Cruz Title Company.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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", "B" and "C", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on September 28, 2000.

7 Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A", "B" and "C", exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. Grantor consents to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action-.

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 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 Nov 22 day of November, 2000.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae  
DANA MCRAE  
Chief Assistant County Counsel

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

Daniel O. Pace  
Daniel O. Pace, trustee  
Karin Helena Wigren  
Karin Helena Wigren, trustee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SELLERS)

EXHIBIT A

Daniel O. Page and Karin Helena Wigren  
To  
County of Santa Cruz

SITUATE in Soquel Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Daniel O. Page and Karin Helena Wigren as said lands are described in that certain Trust Transfer Deed Instrument No. 1999-0041748 recorded June 15, 1999 in the office of the County Recorder of Santa Cruz County and being more particularly described as follows:

BEGINNING at the Southwest corner of said lands, being a point in the centerline of Soquel Creek on the western boundary of Soquel Rancho, and being on the northern sideline of the county road known as Soquel Drive; thence the following courses and distances:

1. Along the sideline of said county road, N 66°43' E, 121.34 feet to a point; thence
2. Leaving the sideline of said county road, S 76°25' W, 14.01 feet to a point; thence
3. S 69°40' W, 18.70 feet to a point; thence
4. N 23°21' W, 3.20 feet to a point; thence
5. S 69°26'40" W, 84.67 feet to a point on the western boundary of said lands of Page and Wigren, being also a point on the western boundary of said rancho; thence
6. Along said boundaries, S 1°12' E, 11.39 feet to the point of beginning.

Containing 814 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in August, 2000.

APN 030-091-I 0 (Portion)

98168aug. 18

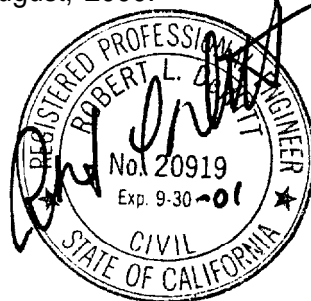


EXHIBIT B

Daniel O. Page and Karin Helena Wigren  
To  
County of Santa Cruz

An easement over the lands of Daniel O. Page and Karin Helena Wigren as described as follows:

SITUATE in Soquel Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Daniel O. Page and Karin Helena Wigren as said lands are described in that certain Trust Transfer Deed Instrument No. 1999-0041748 recorded June 15, 1999 in the office of the County Recorder of Santa Cruz County and being more particularly described as follows:

BEGINNING at the Southeast corner of said lands, being also a point on the northern sideline of the county road known as Soquel Drive; thence the following courses and distances:

1. Leaving the northern sideline of said county road, along the eastern boundary of said lands of Page and Wigren, N 4°21' W, 1.09 feet to a point; thence
2. Leaving the eastern boundary of said lands, N 88°49' W, 19.11 feet to a point; thence
3. S 88°28' W, 5.54 feet to a point on the northern sideline of said county road, being also a point on the southern boundary of said lands of Page and Wigren; thence
4. Along said northern sideline and along said southern boundary, S 86°55' E, 24.76 feet to the point of beginning.

Containing 16 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in August, 2000.

APN 030-091-10 (Portion)

98168aug. 18





# Exhibit "C"

0262

Daniel O. Page and Karin Helena Wigren  
To  
County of Santa Cruz

Three easements over the lands of Daniel O. Page and Karin Helena Wigren as described as follows:

SITUATE in Soquel Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Daniel O. Page and Karin Helena Wigren as said lands are described in that certain Trust Transfer Deed Instrument No. 1999-0041748 recorded June 15, 1999 in the office of the County Recorder of Santa Cruz County and being more particularly described as follows:

PARCEL 1 - BEGINNING at the Southwest corner of said lands, being also a point on the northern sideline of the county road known as Soquel Drive and being also a point on the western boundary of Soquel Rancho; thence the following courses and distances:

1. Leaving the western sideline of said rancho, along the southern boundary of said lands of Page and Wigren, and along the northern sideline of said county road, N 66°43' E, 77.94 feet to a point on the face of a concrete wing wall; thence
2. Leaving the southern boundary of said lands and the northern sideline of said county road, continuing along the face of said wing wall, N 5°59' E, 32.84 feet to the end of said wing wall; thence
3. Leaving said wing wall, N 80°56' W, 28.52 feet to a point; thence
4. S 66°42' W, 52.09 feet to a point on the western boundary of said lands of Page and Wigren, being also a point on the western boundary of Soquel Rancho; thence
5. Along the western boundary of said lands, being also the western boundary of said rancho, S 1°12' E, 47.37 feet to the point of beginning.

Containing 3,322 square feet, a little more or less.

TOGETHER WITH an easement over the said lands of Page and Wigren as described as follows:

PARCEL 2 - BEGINNING at a point on the southern boundary of said lands of Page and Wigren, being also a point on the northern sideline of the county road known as Soquel Drive, from which the Southwest corner of said lands bears S 66°43' W, 140.08 feet; thence the following courses and distances:

1. Along said southern boundary of the lands of Page and Wigren, and along said sideline of Soquel Drive, N 66°43' E, 14.78 feet to an angle point in said boundary and sideline; thence
2. Along said boundary and sideline, S 86°55' E, 27.25 feet to a point: thence

Ex. 'C'

3. Leaving said boundary of the lands of Page and Wigren, and leaving said sideline of Soquel Drive, N 8°00' W, 17.96 feet to a point; thence
4. S 82°00' W, 41 .00 feet to a point; thence
5. S 8°00' E, 16.62 feet to the point of beginning.

0263

Containing 620 square feet, a little more or less.

TOGETHER WITH an easement over the said lands of Page and Wigren as described as follows:

PARCEL 3 - BEGINNING at the Southeast corner of said lands of Page and Wigren, being also a point on the northern sideline of Soquel Drive; thence the following courses and distances:

1. Along the eastern boundary of the lands of Page and Wigren, leaving said sideline of Soquel Drive, N 4°21' W, 5.02 feet to a point; thence
2. Leaving said boundary, S 89°30' W, 2.91 feet to a point; thence
3. S 0°30' E, 4.81 feet to a point on the southern boundary of said lands of Page and Wigren, being also a point on the northern sideline of Soquel Drive; thence
4. Along said boundary and sideline, S 86°55' E, 3.25 feet to the point of beginning.

Containing 15 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in October, 2000.

APN 030-091-10 (Portion)

98168nov.20



Soquel Masonic Temple Assoc.  
(SELLERS)

Property No.: 6  
APN: 030-091-18

0264

Project: BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT (BRL-5936)

**CONTRACT**  
**COUNTY OF SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SOQUEL MASONIC TEMPLE ASSOCIATION, 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 Deed covering a portion of the property located adjacent at 3001 Main Street in the County of Santa Cruz (APN 030-091-18), more particularly described in Exhibit "A" and "B", 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 **\$1,500.00** 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 escrow with Santa Cruz Title Company.

**42**

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 or deposits said amount in escrow with Santa Cruz Title Company, 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" & "B", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on September 28, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" or "B", exceeding a period of one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. Grantor consents to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

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 COUNTY has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and the SELLERS have executed this agreement as of the 19<sup>th</sup> day of December, 2000.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Soquel Masonic Temple Assoc.:

John E. Knight  
By: John Knight, treasurer

APPROVED AS TO FORM :

By: Dana McRae  
DANA McRAE  
Chief Assistant County Counsel

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

EXHIBIT A

Soquel Masonic Temple Association  
To  
County of Santa Cruz

An easement over the lands of the Soquel Masonic Temple Association as described as follows:

SITUATE in Soquel **Rancho**, in the County of Santa **Cruz**, State of California, and

BEING a portion of the lands of Soquel Masonic Temple Association as said lands are described in that certain grant deed filed in Volume 2053, at Page 18 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the Northwest corner of Soquel Drive and Main Street, being also the Southeast corner of said lands of the Soquel Masonic Temple Association; thence the following courses and distances:

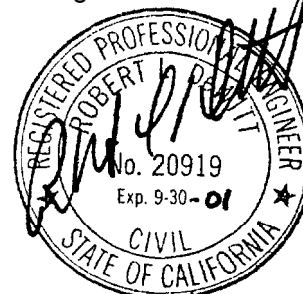
1. Along the westerly sideline of Main Street, being also the easterly boundary of said lands, N 0°26' E, 3.74 feet to a point; thence
2. Leaving said sideline and said boundary, N 89°23'45" W, 46.16 feet to a point; thence
3. N 88°49' W, 19.76 feet to a point on the western boundary of said lands of the Soquel Masonic Temple Association; thence
4. Along said western boundary S 4°21' E, 1.09 feet to the Southwest corner of said lands, being also a point on the northern sideline of Soquel Drive; thence
5. Along said sideline and along the southern boundary of said lands, S 86°55' E, 65.90 feet to the point of beginning.

Containing 154 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in August, 2000.

APN 030-091-I 8 (Portion)

98168aug. 18



# EXHIBIT "B"

0268

Soquel Masonic Temple Association  
T o  
County of Santa Cruz

An easement over the lands of Soquel Masonic Temple Association as described as follows:

SITUATE in Soquel Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of the Soquel Masonic Temple Association in that certain grant deed filed in Volume 2053, at Page 18 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the Southwest corner of said lands, being also a point on the northern sideline of Soquel Drive; thence the following courses and distances:

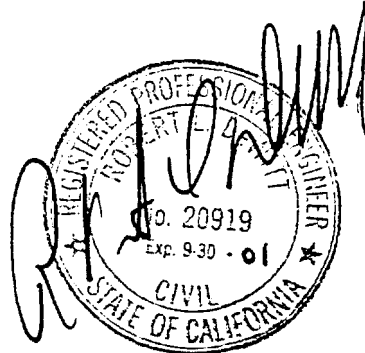
1. Along the southern boundary of said lands, being also the northern sideline of Soquel Drive, S 86°55' E, 19.25 feet to a point; thence .
2. Leaving said boundary and said sideline of Soquel Drive, N 0°30' W, 6.24 feet to a point; thence
3. N 89°30' W, 20.05 feet to a point on the eastern boundary of said lands; thence
4. Along said boundary, S 4°21' E, 5.02 feet to the point of beginning.

Containing 111 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in October, 2000.

APN 030-091-I 8 (Portion)

98168nov. 20



**Property No.: 8**

APN: 030-151-22, 030-153-27

Howard Watts  
(SELLERS)**Project:** BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT (BRL-5936)**CONTRACT**  
**COUNTY OF SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called 'COUNTY', and HOWARD WATTS, as trustee of the Howard Watts Trust dated 3/19/93, 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 Deed covering a portion of the property located at 4770 Soquel Drive in the County of Santa Cruz (APN 030-151-22 & 030-153-27), more particularly described in Exhibit "A" and "B", 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 \$4,000.00 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 escrow with Santa Cruz Title Company.

(C) Move an existing shed, located at the front of the SELLERS' property, to a new location provided by SELLERS at 1311 Thompson Ave, Santa Cruz, CA or to a location to be named later that



is within the same mileage area. SELLERS to provide for any foundation for said shed and are responsible for any permits necessary for this work. SELLERS may also elect to have the COUNTY demolish the shed if a suitable place to move it to is not found. After the shed is moved the vacated area will be improved by the COUNTY as shown on the attached Exhibit "C".

(D) Move an existing container trailer located at the rear of the SELLERS' property to a spot provided by SELLERS at 2541 South Rodeo Gulch Road, #7; Santa Cruz, CA. SELLERS to provide for any foundation for said trailer and are responsible for any permits necessary for this work.

(E) Reserve four parking spaces in the rear of the property or on the adjacent Heart Of Soquel Trailer Park property for residential tenants of the property.

(F) At the completion of the project, leave all parking areas and driveways in a condition equal to or better than as existed at the start of the project. COUNTY shall overlay existing asphalt area, shown on Exhibit "B", with 2 inches of new asphalt to County criteria standards. COUNTY will also move and replace an existing golf practice shed located on the SELLERS property during the overlay process.

(G) During the project, the COUNTY shall remove a portion of SELLERS existing block retaining wall in the rear of the property to access the stream channel. This retaining wall shall be replaced in kind. During the construction period, the SELLERS shall also have access through this retaining wall to the stream channel and along a strip of land area eight feet easterly of SELLERS wood retaining wall.

(H) It is also agreed that the COUNTY'S use of the SELLERS' driveway for ingress shall be for one-way traffic only, from the front to the back of the parcel.

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.

**4.2** 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 or deposits said amount in escrow with Santa Cruz Title Company, 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 28, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" or "B", exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

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 COUNTY has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SELLERS have executed this agreement as of the 20<sup>th</sup> day of December, 2000.

RECOMMENDED FOR APPROVAL

By:

Scott Loichinger  
SCOTT LOICHTINGER

Chief, Real Property Division

Howard W. Watts, trustee  
Howard Watts, trustee

APPROVED AS TO FORM:

By:

Dana McRae  
DANA McRAE

Chief Assistant County Counsel

COUNTY

By:

Thomas L. Bolich  
THOMAS L. BOLICH

Director of Public Works

(SELLERS)

EXHIBIT A

Howard Watts  
To  
County of Santa Cruz

An easement over the lands of Howard Watts as described as follows:

SITUATE in Rodeo **Rancho**, in the County of Santa Cruz, State of California, and

BEING a portion of Parcel 5 of the lands of Howard Watts as said lands are described in that certain deed filed in Volume 5224, at Page 159 of the **Official** Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the most western corner of said parcel, being also on the southern sideline of the county road known as Soquel Drive; thence the following courses and distances:

1. Leaving said sideline of Soquel Drive along the southwestern boundary of said Parcel 5, S 23°22' E, 4.72 feet to a point; thence
2. Leaving said boundary, N 66°38' E, 45.44 feet to a point; thence
3. S 62°39' E, 3.73 feet to a point; thence
4. N 66°39'05" E, 17.39 feet to the point; thence
5. N 30°57' E, 3.59 feet to a point; thence
6. N 67°05' E, 30.64 feet to the point; thence
7. N 23°20'55" W, 5.76 feet to a point on the southern sideline of said county road, being also a point on the northwestern boundary of said Parcel 5; thence
8. Along said sideline and boundary, S 66°38' W, 98.75 feet to the point of beginning.

Containing 554 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in August, 2000.

APN 030-I 53-27 (Portion)

98168aug. 18

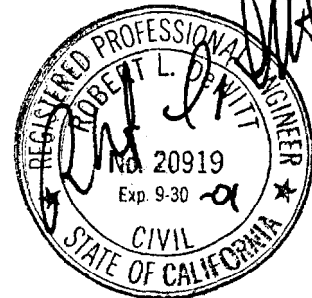


EXHIBIT B

Howard Watts  
To  
County of Santa Cruz

SITUATE in Rodeo Rancho, in the County of Santa Cruz, State of California, and

BEING a portion of Parcel 5 of the lands of Howard Watts as said lands are described in that certain deed filed in Volume 5224, at Page 159 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the most northern corner of said parcel, being also a point on the southern sideline of the county road known as Soquel Drive and on the eastern boundary of said rancho; thence the following courses and distances:

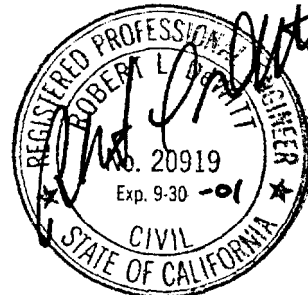
1. Along said sideline of Soquel Drive, being also the northwestern boundary of said Parcel 5, S 66°38' W, 30.41 feet, a little more or less, to a point from which the most western corner of said Parcel 5 bears, S 66°38' W, 98.75 feet; thence
2. Leaving said sideline and boundary, S 23°20'55" E, 6.82 feet to a point; thence
3. N 67°00' E, 8.81 feet to a point; thence
4. S 24°03' E, 2.41 feet to a point; thence
5. N 67°30'30" E, 17.68 feet, a little more or less, to a point on the eastern boundary of said Parcel 5, being also the eastern boundary of said rancho; thence
6. Along said boundary, N 1°12' W, 10.32 feet to the point of beginning.

Containing 246 square feet, a little more or less.

Description prepared by Robert L. Dewitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in August, 2000.

APN 030-I 53-27 (Portion)

98168aug.18



# EXHIBIT "A"

0274

Howard Watts  
To  
County of Santa Cruz

An easement over the lands of Howard Watts as described as follows:

SITUATE in Rodeo Rancho and Soquel Rancho, in the County of Santa Cruz, State of California, and

BEING all of Parcels 1, 2, 3, 4, 5, 7 and 8 of the lands of Howard Watts as said lands are described in that certain deed filed in Volume 5224, at Page 159 of the Official Records of Santa Cruz County, excepting the following:

EXCEPT those portions of said parcels occupied by permanent buildings, being more particularly the two-story wood-frame building on said Parcel 5, at 4770 Soquel Drive, and the two storage buildings located on said Parcel 2 and used by the business at 4770 Soquel Drive.

ALSO EXCEPTING from said EXCEPTION, those portions of said parcel 5 at the two existing entries at the northern side of the building at 4770 Soquel Drive, said entries being approximately 3 feet wide and 6 feet wide respectively.

Entire easement contains 30,300 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in October, 2000.

APN 030-I 51-22 (Portion)  
APN 030-I 53-27 (Portion)

98168oct. 24

Kenneth Morgan  
(SELLERS)

Property No.: 9  
APN: 030-153-26  
Project: BARGETTO-SOQUEL DRIVE  
BRIDGE PROJECT (BRL-5936)

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 22 day of JAN, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and KENNETH A. MORGAN, Trustee of the Morgan Family Trust, Family Trust "B", dated Aug. 11, 1986, 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 temporary construction easement deed for the purposes of ingress and egress over a portion of the property located at 4768 Soquel Drive in the County of Santa Cruz (APN 030-153-26), 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. The driveway is one way only with exit to the street.

3. The COUNTY shall and SELLERS agree that:

(A) Instead of a monetary payment for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed, the COUNTY shall, as just compensation for said property interests, overlay existing asphalt area, shown on Exhibit "B", with 2 inches of new asphalt to County criteria standards. The work will be done at the completion of the above mentioned County project. No other work is included in this and no base preparation work will be done by the COUNTY.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor.

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 this document is executed by both parties, and 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 improvements, shall be the same as the condition of said property on September 28, 2000.

~~6. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A", exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.~~ KAM  
1/22/01

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 22 day of JAN, 2001.

RECOMMENDED-FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Kenneth A. Morgan <sup>TRUSTEE</sup>  
Kenneth A. Morgan, trustee

APPROVED AS TO FORM:

By: Dana McRAE  
DANA McRAE  
Chief Assist&J! County Counsel

COUNTY

By : \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

0277

Kenneth A. and Alicia Morgan  
To  
County of Santa Cruz

An easement over the lands of Kenneth A. and Alicia Morgan as described as follows:

SITUATE in Rodeo Ranch, in the County of Santa Cruz, State of California, and

BEING a portion of the lands of Kenneth A. and Alicia Morgan as said lands are described in that certain deed filed in Volume 4158, at Page 246 of the Official Records of Santa Cruz County and being more particularly described as follows:

BEGINNING at the Northeast corner of said lands of Morgan, being also a point on the southern sideline of Soquel Drive; thence the following courses and distances:

1. Leaving said sideline of Soquel Drive, along the eastern boundary of said lands of Morgan, S 23°22' E, 125.00 feet to the Southeast corner of said lands of Morgan; thence
2. Along the southern boundary of said lands of Morgan, S 66°38' W, 17.00 feet to a point; thence
3. Leaving said boundary of the lands of Morgan, N 23°22' W, 125.00 feet to a point on the southern sideline of Soquel Drive, being also a point on the northern boundary of said lands of Morgan; thence
4. Along said sideline of Soquel Drive and along said boundary of the lands of Morgan, N 66°38' E, 17.00 feet to the point of beginning.

Containing 2,125 square feet, a little more or less.

Description prepared by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors, from field survey (dated 1/00) and from official records in October, 2000.

APN 030-I 53-26 (Portion)

98168nov.20





1607 Ocean Street, Suite 1  
Santa Cruz, California, 95060.  
(831) 425-1817 TEL  
(831) 425-0224 FAX

Robert L. DeWitt  
& Associates, Inc.  
Civil Engineers & Land Surveyors

# EXHIBIT MAP

## EXHIBIT "B"

