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 PLANNING DEPARTMENT
 

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GOVERNMENTAL CENTER




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 COUNTY OF SANTA CRUZ
 

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 701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060  
 FAX (408) 454-2131 TDD (408) 454-2123 PHONE (408) 454-2580

Agenda Date: September 18, 2001

Date: September 6, 2001

 Board of Supervisors  
 County of Santa Cruz  
 701 Ocean Street  
 Santa Cruz, CA 95060

**Subject: Acceptance of an Easement to Access the South Ridge at Quail Hollow Quarry**
**Members of the Board:**

As you may recall, the County purchased the South Ridge of the Quail Hollow Quarry (South Ridge) for \$3.2 million in September of 1998 following an intensive fund raising effort. The South Ridge contains the best remaining example of "sand parkland," an extremely rare habitat type which contains a number of plant and insect species protected under the State and Federal Endangered Species Acts. In order to properly monitor the condition of this sand parkland habitat and to undertake appropriate management activities, it is necessary to purchase an easement over private property to allow County staff and its authorized agents to access the South Ridge parcel.

The Real Property Division of the Department of Public Works has concluded negotiations with an adjoining property owner regarding an easement for access to the South Ridge property. A proposed Resolution (Attachment 1) approving and accepting the terms and conditions of the contract, and the proposed contract itself (Attachment 2), are included with this letter. The price negotiated between the property owner and Public Works for this easement was set at \$2,500. We are recommending that your Board approve this contract and authorize the Auditor-Controller to issue a check in the amount of \$2,500 to Scott and Cynthia Johnson, the easement sellers, from the Auditor's Trust Account #72-860. In negotiating this easement, the Real Property Division of Public Works incurred expenses totaling \$2,335.50. We are further recommending that your Board authorize a transfer of this amount from the above-cited Trust Account to the Department of Public Works budget (object 621900, sub-object 02384).

IT IS THEREFORE RECOMMENDED that your Board take the following actions:


1. Adopt a Resolution (Attachment 1) approving and accepting the terms and conditions of an easement contract (Attachment 2) to provide access by County personnel to the South Ridge at Quail Hollow Quarry;
2. Authorize the Director of the Department of Public Works to sign the contract on behalf of the County;
3. Authorize the Auditor Controller to issue a check to the sellers of the easement, in the amount of \$2,500, from Auditor's Trust Account #72-860; and

4. Authorize the Auditor-Controller to transfer funds from Auditor's Trust Account #72-860, in the amount of \$2,335.50, to the Department of Public Works budget (object 621900, sub-object 02384) to offset costs incurred by the Real Property Division in negotiating the terms of the easement.

Sincerely,

  
Alvin D. James  
Planning Director

RECOMMENDED:

  
SUSAN A. MAURIELLO  
County Administrative Officer

Attachments: 1. Resolution  
2. Easement Contract

cc: Auditor-Controller  
Department of Public Works  
County Counsel  
Risk Management

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA  
RESOLUTION NO. \_\_\_\_\_

0187

On the motion of Supervisor  
duly seconded by Supervisor  
the following resolution is adopted:

RESOLUTION FOR RIGHT-OF-WAY ACQUISITION  
SOUTH RIDGE AT QUAIL HOLLOW QUARRY ACCESS EASEMENT

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 interest described in the contract attached hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interest have or will execute and deliver an easement deed conveying said real property interest to County, upon condition that County acknowledge and approve the terms and conditions set forth in said contract binding County to the performance of said terms and conditions, and

WHEREAS, the Board of Supervisors of said County hereby finds the terms and conditions of said contract to be fair and reasonable consideration for the acquisition of said real property interest;

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>
072-431-06	Scott S. Johnson & Cynthia Johnson	\$2,500.00

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 grantors in the amount indicated above, out of the Auditor's Trust Account #72-860, for the purchase of said property interest 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 grantors.

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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:

  
\_\_\_\_\_  
Assistant County Counsel

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

Scott S. Johnson  
Cynthia Johnson  
(SELLERS)

APN: 72-43 1-06

Project: SOUTHRIDGE ACCESS EASEMENT

ATTACHMENT 2

CONTRACT  
COUNTY OF SANTA CRUZ

01 89

This contract is entered into this 23 day of August, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and SCOTT S. JOHNSON and CYNTHIA JOHNSON, 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 Non-Exclusive Easement Deed covering a portion of the property located at 235 Crown Drive in the County of Santa Cruz (APN 72-43 1-06), 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 as conveyed by said Deed 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.

From the amount shown in Clause 3(A) above, the COUNTY is authorized to pay any delinquent taxes due, together with penalties and interest thereon; and delinquent or non-delinquent assessments or bonds.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor, except that the payment of any reconveyance fees, trustee's fee, or forwarding fees for any full reconveyance of deed of trust or full release of mortgage shall be the responsibility of the SELLERS. This transaction will be handled through an internal escrow by the County of Santa Cruz, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, Santa Cruz, CA 95060.

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the COUNTY, its contractors and/or authorized agents have the right to enter upon the SELLERS' property along the non-exclusive easement described in Exhibit "A" to access, by foot only, the south ridge botanical area. Visits by the COUNTY shall be limited to a maximum of eight visits per year with six people or less per visit. No vehicular traffic or access for horses shall be allowed at any time. This non-exclusive access easement is for the benefit of the COUNTY only and shall not be used by the general public. The COUNTY shall not have the right to transfer this easement to another

ownership. Nothing in this agreement shall be interpreted to limit the ways in which the sellers and those authorized by them may use the easement area at times when it is not in actual use by the County, or its designees.

5. Excepting the sole negligence of the owners of said property and excepting defects in the premises which existed as of the date of this agreement, the County of Santa Cruz shall defend, indemnify, and hold owners of said property harmless from and against all claims, damages, losses, and suits for injuries, including death, to any person or property arising from the County's use of the easement area described in Exhibit "A".

6. In the event suit is brought by the SELLERS, or their successors, or by the COUNTY to enforce or interpret any part of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court.

7. Except as otherwise provided in paragraph 4 above, 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 day of August, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Scott S. Johnson  
Scott S. Johnson  
Cynthia Johnson  
Cynthia Johnson

APPROVED AS TO FORM:

By: Dana McRae  
DANA MCRAE  
Chief Assistant County Counsel

COUNTY

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

(SELLERS)

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**EXHIBIT "A"****JOHNSON****APN: 072-431-06**

BEING a non-exclusive easement for access over the herein described land, situate in the County of Santa Cruz, State of California, and more particularly described as follows:

BEING a strip of **land TEN (10) feet in width** over a portion **of** that land conveyed to Scott & Cynthia Johnson by that deed recorded February 20, 1998 in document number **1998-0008539 of** Official Records **of** Santa Cruz County, the easterly line **of** which is coincident with the easterly line of said lands **of** Johnson mentioned above. The side lines of said ten foot wide strip to be extended **or** shortened to terminate at the northerly boundary line **of** said lands **of** Johnson at the north end and the centerline **of** Crown Drive at the south end.