

PAMELA R. SANDERS
(SELLER)

APNs: 030-271-21
Project Bates Creek Storm Damage Repair
Project

TEMPORARY CONSTRUCTION EASEMENT & PERMANENT EASEMENT CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2024, by and between the **COUNTY OF SANTA CRUZ**, a political subdivision of the State of California (County), and **PAMELA R. SANDERS, TRUSTEE OF THE PAMELA R. SANDERS TRUST, CREATED ON JUNE 20, 1995, (Seller)**. County and Seller are sometimes referred to herein individually as (Party) or collectively as (Parties) 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 (Contract).

2. Acknowledgement. The Parties hereby agree and acknowledge that as of May 16, 2024, the County completed the Bates Creek Storm Damage Repair Project (Project) wherein the County obtained permission from Seller by signed Emergency Right of Entry and performed emergency construction activities to repair the site from storm damage that occurred during the March 2023 storm and subsequent flooding and breach of the culvert at Bates Creek. The Parties acknowledge that the Project as constructed required the acquisition of a storm drainage easement for maintenance purposes on Seller's real property located over the property commonly identified as APN 030-271-21 (Property), more particularly described in Exhibit "A", attached hereto and made a part hereof and referred to herein. The Project also required a temporary construction easement (TCE) over a portion of the Property, more particularly described in Exhibit "B" attached hereto, for the term of July 7, 2023, to May 16, 2024. The County now requires acquisition of the necessary Property rights and retroactive TCE.

3. Consideration by Seller. Seller agrees to execute and deliver documents in the form of One (1) Easement Deed over the Property commonly identified as APN 030-271-21, Santa Cruz County, more particularly described in Exhibit "A" and a Form W-9 (Request for Taxpayer Identification Number and Certification). Said documents will be delivered to Kimberly Finley, Chief Real Property Agent of the County, within seven (7) days of the execution of this contract. Seller further agrees to grant County a retroactive TCE over the property described in Exhibit "B" for the term of July 7, 2023, to May 16, 2024.

4. Consideration by County. In exchange for Seller's execution and delivery of the documents, and conveyance of the Easement Deed and TCE Contract described in Section 2 above, County shall:

(A) Pay the undersigned Seller the sum of **THIRTY-ONE THOUSAND NINE-HUNDRED TEN (\$31,910)** for the Property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by the Easement Deed, and TCE as follows:

| Exhibit | Property Interest | Fair Market Value |
|---------|---------------------------------|-------------------|
| A | Permanent Easement | \$22,002 |
| B | Temporary Construction Easement | \$9,913 |
| | Total Rounded Value | \$31,910 |

County shall remit payment within sixty (60) days after execution of this Contract or Board approval if required.

(B) Pay all escrow and recording fees incurred in this transaction. This transaction will be handled through an internal escrow by the County, Department of Community Development and Infrastructure, Real Property Section, 701 Ocean Street, Rm 330, Santa Cruz, CA 95060.

5. Environmental Condition of Property. Seller agrees 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 Seller's 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, judgment, 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 rights shall not be construed as limiting Seller's responsibility and/or the County's rights concerning hazardous materials discovered before or after purchase of the Property.

6. Terms of the TCE and Right of Entry. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the County, its contractors and/or authorized agents were granted the right to enter upon the Seller's Property in the vicinity of the land described in Exhibit "A" as was necessary, to construct the improvements for which the purpose of the TCE was granted, which may have included the installation of temporary fencing. It is understood and agreed that the premises were left in a clean and orderly condition. As of the inspection date, any existing improvements located within the TCE, exclusive of any fee or permanent easement areas and not including those improvements already compensated for as specified in the appraisal, that may have been disturbed or removed during the course of the project construction work were restored or replaced in kind. The TCE was effective from July 13, 2023, and terminated on May 16, 2024.

8. Authority to Grant Easements. Seller warrants that they have full legal authority to grant the property interests described in this Contract. Seller warrants that there are no other parties who may claim an interest in the Property such that Seller cannot grant the Permanent Easement to County. Seller warrants that there are no oral or written leases on any portion of the Property exceeding a period of one month, and Seller 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. Same Condition of Property at Time of Grant of Easement. On the day title of said Property vests in the name of the County, the condition of the Property, including the existence or nonexistence of improvements, will be the same as the condition of the Property prior to the start of construction of July 13, 2023.

10. Contract Subject to Approval. This Contract is subject to the approval of the Santa Cruz County Board of Supervisors and does not bind County until such time as Board approval and consent has been received in writing and as required by law.

11. Successors Bound. The provisions of this Contract shall inure to the benefit of and bind the respective successors, heirs, and assigns of the Parties hereto.

12. Notice. All notices and correspondence herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To Seller:
PAMELA R. SANDERS
3201 Pringle Lane
Soquel CA 95073

To County:
DEPARTMENT OF GENERAL SERVICES
REAL PROPERTY SECTION
Phone No. 831-454-2334
Attn: KIMBERLY FINLEY
Email: Kimberly.finley@santacruzcountyca.gov
701 OCEAN STREET, ROOM 330
SANTA CRUZ, CA 95060

13. Severability. In the event any part(s) of this Contract are found to be void, the remaining provisions of this Contract shall nevertheless be binding with the same effect as though the void parts were deleted, unless it would be unreasonable, in light of the intent of this Contract, taken as a whole, to do so.

14. No Changes Except by Written Amendment. No changes shall be made to this Contract except by written amendment, duly executed by the Parties hereto.

15. Entire Contract. This Contract (including the documents referred to herein) constitutes the entire Contract between the Parties and supersedes any prior understandings, contracts, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

16. Attorney's Fees. In the event of a suit relating to, arising out of, or in order to enforce any provision of this Contract, the Parties agree that each Party shall bear their own attorney's fees and costs.

17. Execution in Counterparts. This Contract may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument. This Contract, once executed by a Party, may be delivered to the other Party hereto by electronic transmission of a copy of this Contract bearing the signature of the Party so delivering this Contract.

18. Mutual Drafting. County and Seller mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this Contract, and therefore this Contract shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either Party, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Contract. Headings are provided in this Contract for the convenience of the Parties only and shall not be used to interpret the provisions of this Contract.





19. Governing Law; Venue. In the event of a dispute between the Parties to this Contract regarding or related to the terms and provisions contained herein, County and Seller mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this Contract shall be interpreted under the laws of the State of California.

20. Civil Rights Act. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.

21. Non-discrimination. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

-----Intentionally Left Blank-----

In WITNESS WHEREOF,

| | |
|---|---|
| Seller | County of Santa Cruz |
| Pamela R. Sanders 12/2/24  Date | Matt Machado, Deputy CAO, Director of Department of Community Development and Infrastructure Date |
| | Approved as to Form: DocuSigned by:  2/20/2025 40E85ACDEDAB42D... Office of County Counsel Date |
| | Approved as to Insurance: Signed by:  2/21/2025 E4EADC5BA53B4DB... Risk Management Date |
| | Recommended for Approval: DocuSigned by:  2/24/2025 553123D22A0D4B5... Real Property Date |

RECORDED AT THE REQUEST OF:

SANTA CRUZ COUNTY

Govt. Agency Exempt GC 27383

WHEN RECORDED RETURN TO:

COUNTY OF SANTA CRUZ

701 OCEAN STREET RM 410

SANTA CRUZ, CA 95060

ATTN: Real Property Section

PORTION APN: 030-271-21

EASEMENT DEED

Documentary Tax Exempt RT 11922

For value received

**PAMELA R. SANDERS , TRUSTEE OF THE PAMELA R. SANDERS TRUST, CREATED
ON JUNE 20, 1995**

**GRANTS to } THE COUNTY OF SANTA CRUZ, a political subdivision of the State of California, a
PERMANENT EASEMENT** situate in the County of Santa Cruz, State of California described below

FOR LEGAL DESCRIPTION SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF (THE "EASEMENT")

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL(S) WHO SIGNED THE DOCUMENT WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

CERTIFICATE OF ACCEPTANCE

Govt. Code Sec. 27281

This is to certify that the interest in real property conveyed by the within deed to the Santa Cruz County Department of Community Development and Infrastructure, a political subdivision of the State of California, is hereby accepted by Ordinance No. 147 of the Board of Directors dated September 2, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Chairperson Board of Supervisors

STATE OF CALIFORNIA COUNTY OF Santa Cruz

Pamela R. Sanders
PAMELA R. SANDERS

On Dec. 2, 2024 before me,
Ryan Holmes, personally appeared
Pamela R. Sanders

_____, who
proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ryan Holmes (Seal)



EXHIBIT B

“EXHIBIT A”

EASEMENT FOR ROAD AND DRAINAGE PURPOSES

over APN 030-271-21

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

BEING an easement for road and drainage purposes over the lands of Sanders as described in Document #1999-0009033, Santa Cruz County Records, as described as follows:

COMMENCING at angle point in the centerline of Main Street as shown on that unrecorded map filed as A80-592 in the Santa Cruz County Surveyors Office, at the northern end of the course described North 33°24'40" East;

thence South 66°46'06" East, a distance of 33.53 feet to an angle point on the Easterly side of Main Street being the POINT OF BEGINNING;

thence along the Easterly side of Main Street, North 65°01'00" East, a distance of 19.88 feet, to the Northerly side of said lands of Sanders;

thence leaving the Easterly side of Main Street along said lands of Sanders, South 07°09'20" East, a distance of 38.79 feet;

thence along the following courses:

South 46°41'31" West, a distance of 35.00 feet,

and North 77°15'48" West, a distance of 42.84 feet, to the Easterly side of Main Street;

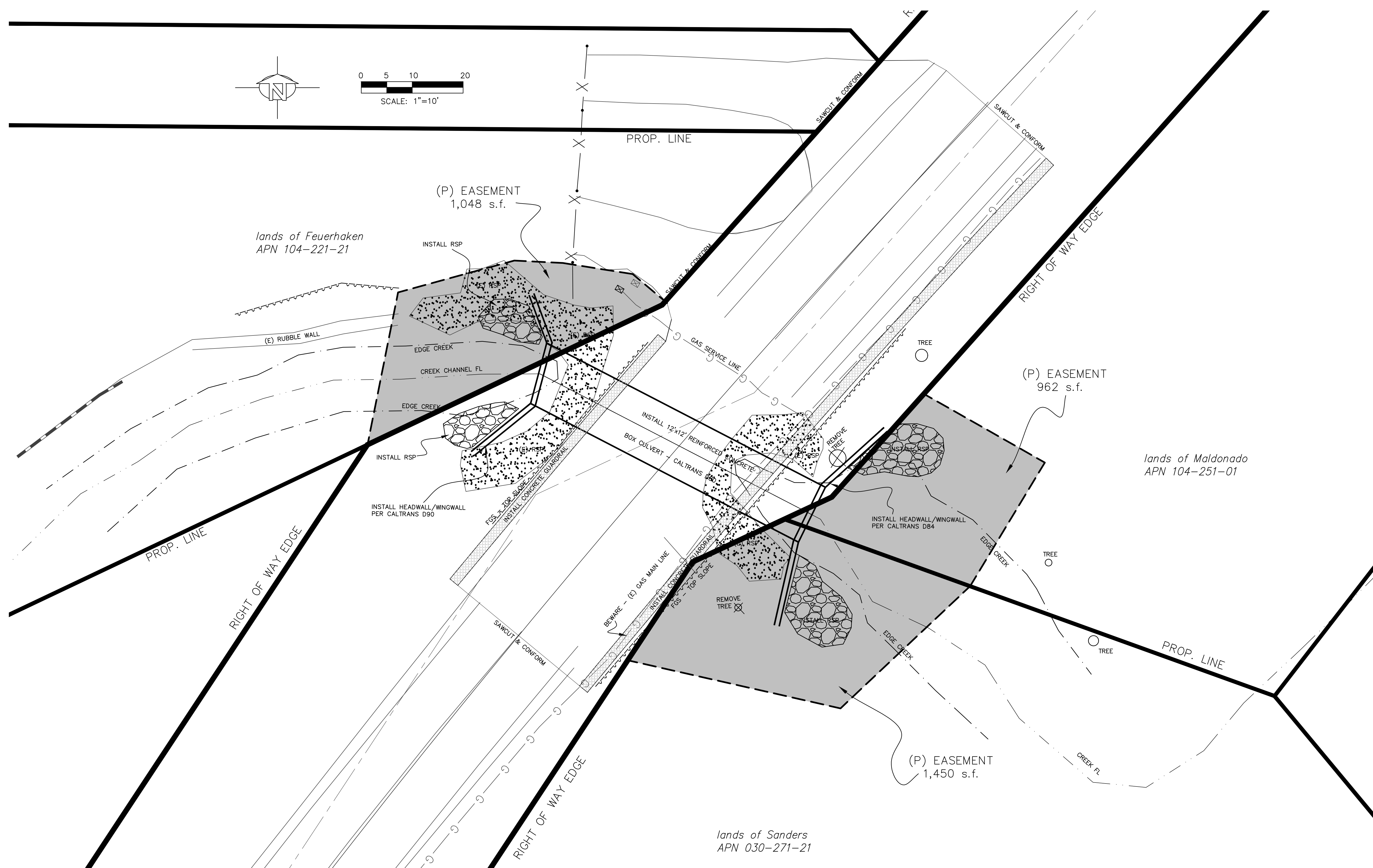
thence along the Easterly side of Main Street, North 33°24'40" East, a distance of 23.15 feet, to the POINT OF BEGINNING

and CONTAINING approximately 1,450 s.f., more or less

END OF DESCRIPTION



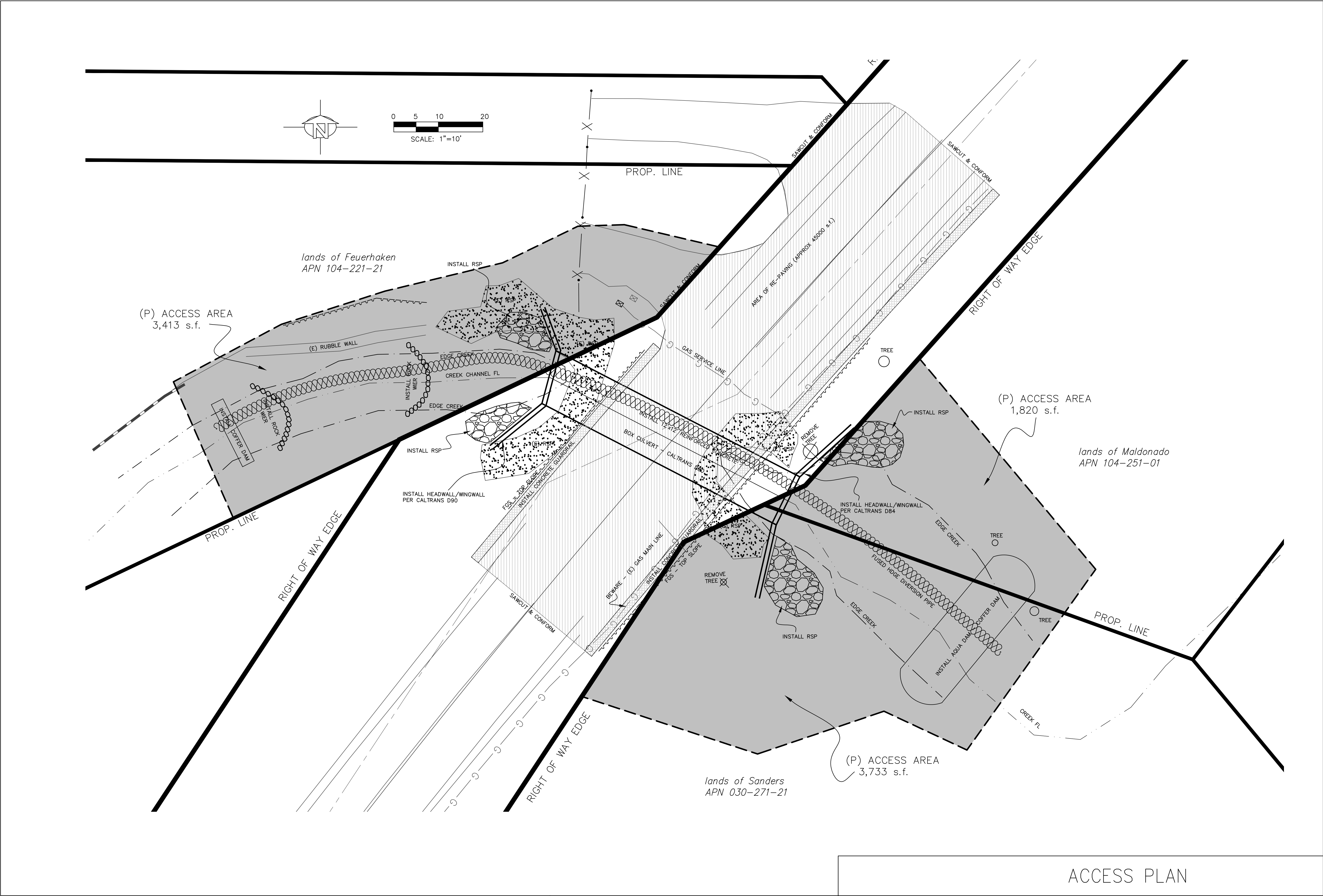
Job #P42456 – Roads Design project – Main Street @ Bates Creek (2023 March storm)



PROPOSED PERMANENT EASEMENTS

| | | | | | |
|---|--|------------------|------|----------|----|
| COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS | | PROJECT ENGINEER | DATE | REVISION | BY |
| N. MAIN STREET @ BATES CREEK STORM DAMAGE REPAIR PROJECT | | | | | |
| DRAWN: GRJ | | | | | |
| CHECKED: GRJ | | | | | |
| DATE: 1/11/24 | | | | | |
| SCALE: 1"=10' | | | | | |
| JOB NO. P42456 | | | | | |
| SHEET | | | | | |
| 1 OF 1 | | | | | |

EXHIBIT A



| | | | | | | | | | |
|---|--|---|--|------------|--|----|--|--|--|
| COUNTY OF SANTA CRUZ – DEPARTMENT OF PUBLIC WORKS | | PROJECT ENGINEER | | DATE | | BY | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| DRAWN: GRJ | | N. MAIN STREET @ BATES CREEK STORM DAMAGE REPAIR PROJECT | | GREG JONES | | | | | |
| CHECKED: GRJ | | | | | | | | | |
| DATE: 6/22/23 | | | | | | | | | |
| SCALE: 1"=10' | | | | | | | | | |
| JOB NO. P42456 | | | | | | | | | |
| SHEET | | | | | | | | | |
| 1 OF 1 | | | | | | | | | |

Certificate Of Completion

| | |
|--|-----------------------------------|
| Envelope Id: 9CF91220-8695-4F5D-BEDA-B4E343B95892 | Status: Completed |
| Subject: Complete with Docusign: Easement Contract Sanders.pdf | |
| Source Envelope: | |
| Document Pages: 12 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Luna Harter |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 701 Ocean Street |
| | Santa Cruz, CA 95060 |
| | Luna.Harter@santacruzcountyca.gov |
| | IP Address: 63.194.190.100 |

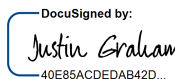
Record Tracking

| | | |
|--------------------------------------|-----------------------------------|--------------------|
| Status: Original | Holder: Luna Harter | Location: DocuSign |
| 2/20/2025 11:22:53 AM | Luna.Harter@santacruzcountyca.gov | |
| Security Appliance Status: Connected | Pool: FedRamp | |
| Storage Appliance Status: Connected | Pool: County of Santa Cruz | Location: Docusign |

Signer Events

Justin Graham
Justin.Graham@santacruzcountyca.gov
Reviewed as to form / Assistant County Counsel
County of Santa Cruz
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

40E85ACDEDAB42D...
Signature Adoption: Pre-selected Style
Using IP Address: 63.194.190.100

Timestamp

Sent: 2/20/2025 11:24:39 AM
Viewed: 2/20/2025 11:50:06 AM
Signed: 2/20/2025 12:52:49 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi
Gina.Borasi@santacruzcountyca.gov
Risk Manager
County of Santa Cruz
Security Level: Email, Account Authentication
(None)

Signed by:

E4EADC5BA53B4DB...
Signature Adoption: Pre-selected Style
Using IP Address: 63.194.190.100

Sent: 2/20/2025 12:52:50 PM
Viewed: 2/21/2025 10:28:24 AM
Signed: 2/21/2025 2:33:37 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM
ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Kimberly Finley
Kimberly.Finley@santacruzcountyca.gov
Chief Real Property Agent
County of Santa Cruz
Security Level: Email, Account Authentication
(None)

DocuSigned by:

553123D22A0D4B5...
Signature Adoption: Pre-selected Style
Using IP Address: 71.202.105.199

Sent: 2/21/2025 2:33:38 PM
Viewed: 2/24/2025 10:26:28 AM
Signed: 2/24/2025 10:28:00 AM

Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 2:54:34 PM
ID: 080b2d2f-36cf-4132-8ac6-41053a6f7e44

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

| Certified Delivery Events | Status | Timestamp |
|--|------------------|-----------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 2/20/2025 11:24:39 AM |
| Certified Delivered | Security Checked | 2/24/2025 10:26:28 AM |
| Signing Complete | Security Checked | 2/24/2025 10:28:00 AM |
| Completed | Security Checked | 2/24/2025 10:28:00 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.