

MEMO

To: Board of Directors

From: District Manager

Subject: Road License Agreement
Olympia Watershed Property

Date: August 26, 2005

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and approve the attached resolution.

BACKGROUND:

By correspondence dated August 10, 2005 your Board received a request from Mr. Joe McGuire on behalf of Mr. Milt Seick to authorize a Road License Agreement for the temporary use of a short section of roadway (approximately 150 feet) across the District's Olympia watershed property. See Attachment 1. Mr. Seick is the owner of property (APN 73-201-03) which is contiguous to the easterly boundary of the District's Olympia watershed property. See Attachment 2. The property owner is requesting the Road License Agreement for the purpose of conducting timber harverst operations.

In May 1992 your Board approved a previous request by the same property owner. See Attachment 3. The previous request (1992) was approved by your Board because it was considered to be an environmentally superior alternative to the construction of a short section of new haul road. Construction of a new section of roadway would traverse very steep ground and would have the potential for increased erosion.

It is recommended that the Board of Directors review this memo and approve the attached resolution.

James Mueller
District Manager

JAM/kas

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. (05-06)

SUBJECT: AGREEMENT FOR TEMPORARY USE OF ROAD ACROSS THE
DISTRICT'S OLYMPIA WATERSHED PROPERTY, APN 73-101-03

WHEREAS, San Lorenzo Valley Water District owns certain land known as
APN 73-101-03; and

WHEREAS, said property is commonly known as the Olympia watershed
property; and

WHEREAS, said property contains a short section of existing roadway which
would provide an environmentally superior route for a proposed timber harvest; and

WHEREAS, Mr. Milt Seick is the owner of certain property, APN 73-121-02
adjacent to the District's Olympia watershed property; and

WHEREAS, Mr. Seick has requested the temporary use of this road to allow
the hauling of timber removed from this property; and

WHEREAS, an agreement has been prepared authorizing the use of this road
in return for improvements to the road and access as specified by the District;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the
San Lorenzo Valley Water District approves the Agreement for temporary use of existing
road across District Property, APN 73-101-03, and authorizes the President of the Board to
sign the agreement.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo
Valley Water District, County of Santa Cruz, State of California, on the 1st day of
September 2005, by the following vote of the members thereof:

AYES, Directors:

NOES, Directors:

ABSENT, Directors:

District Secretary
San Lorenzo Valley Water District

August 10, 2005

RECEIVED

AUG 11 2005

SAN LORENZO VALLEY
WATER DISTRICT

Board of Directors
San Lorenzo Valley Water District
c/o Mr. Jim Mueller
13060 Highway 9
Boulder Creek, CA. 95006

Dear Board Members:

Pursuant to a discussion with Mr. Jim Mueller, and on behalf of Mr. Milton Seick, we request a temporary road license to use an existing roadway over a District parcel known as Assessor's Parcel 73-101-03. This road was used by Mr. Seick and others under District permit in 1993 with no erosion or other deleterious effects.

As before the road would be used to conduct timber harvesting operations including inspections, clean-up, and planting but this time only on Mr. Seick's parcel No. 73-201-02. This time only 150 feet of roadway over District lands are required (see attached map) with only about 100 loads to be hauled.

In reviewing the earlier permit (copy attached), we would comply with the following terms and any others you might reasonably propose:

- a. permit to terminate with completion of above activities but no later than 10/15/08 (note that the Permit is required to commence timber harvest permit applications),
- b. trucking to be limited to the hours 7 AM to 6 PM and trucks to observe a 15 m.p.h. speed limit,
- c. Permittee would implement dust control operations, installation of waterbars upon completion and before winter periods, foot patrol and maintenance of waterbars during the following winter, and protection of existing gates to prevent trespass,
- d. Permittee would keep premises free from all liens and indemnify District,
- e. Commensurate with the smaller scope of this new project, Permittee would make a refundable deposit of \$500 before commencing work to ensure the completion of

these terms and its contractor would provide a certificate of insurance naming District, etc.

Thank you for your consideration of this application and please don't hesitate to contact me should you have any questions.

Sincerely;

BUENA VISTA SERVICES LLC

Joe McGuire *kg*

Joe McGuire

Cc: Milt Seick,
Enc:
old permit
new map

SITE OF
PROPOSED ROAD PERMIT
(August, 2005)

SEICK PARCEL

APN 73-201-02

GATE

GATE

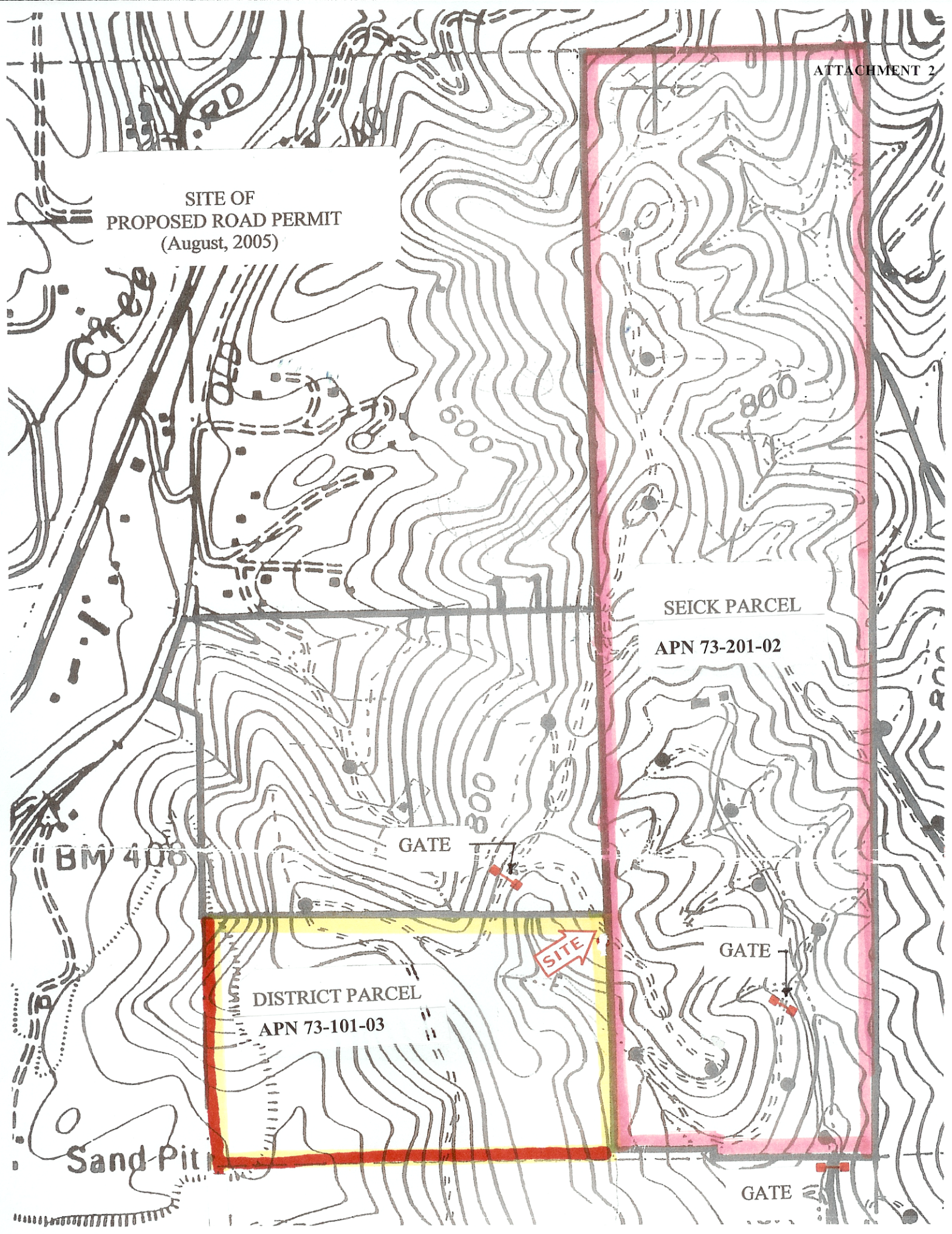
DISTRICT PARCEL

APN 73-101-03

SITE

GATE

Sand Pit



Recorded at the request of:

San Lorenzo Valley Water District
13060 Central Avenue
Boulder Creek, CA 95006

1992 Permit
(covered more Permitees
and more District
parcels)

ROAD LICENSE
AGREEMENT FOR TEMPORARY USE OF EXISTING ROAD
ACROSS DISTRICT PROPERTY
APN 73-101-03 AND APN 73-101-10

On this 31st day of JULY, 1992, SAN LORENZO VALLEY WATER DISTRICT, 13060 Central Avenue, Boulder Creek, CA 95006, hereinafter referred to as "GRANTOR," hereby grants MILTON SEICK, WERNER TRUST, ERMA BEIRMANN, AND JAMIE NELSON, hereinafter referred to as "GRANTEES," license to use the private roadway traversing lands of GRANTOR known as Santa Cruz Tax Assessor's Parcel Number 73-101-03 and 73-101-10 for the purpose of hauling logs together with such purposes reasonably and necessarily related to the cutting of timber and hauling of logs from lands of GRANTEES known as Santa Cruz County Tax Assessor Parcel Numbers 73-121-02 and 73-111-03, subject to the following terms and conditions:

1. GRANTOR grants GRANTEES' license to use the private roadway shown in Exhibit "A" attached hereto and made a part thereof.
2. GRANTEES agree to compensate GRANTOR in consideration for issuance of this license by making improvements as approved by GRANTOR or a designated representative to the drainage and surfacing of the private roadway both on the lands of GRANTOR and on portions of the roadway between the lands of GRANTOR and GRANTEES.

At a minimum GRANTEES shall place 3/4 to 1-inch sized gravel the entire width of the road on the segment shown on the attached exhibit. All other segments of the road will be returned to at least previous condition with water bars to prevent erosion of the road surface. The road will be maintained by GRANTEES' agent for at least one winter season. The paved segment of the road between Zayante Road and the old buildings will be repaired following completion of log hauling to repair any damage. Approval shall not be unreasonably withheld.

3. Under this License, the right to use the road is granted only to GRANTEES and such persons engaged in their timber removal operations. It is mutually understood that GRANTEES, their agents, contractors or representatives shall not engage in any activity not connected with timber removal operations.

4. This License shall terminate June 30, 1994 or upon completion of timber removal operations from lands of GRANTEES, whichever comes first. It is also cancellable by GRANTOR with ten (10) days notice if any of its terms are breached by GRANTEES. Should GRANTEES be prevented from accomplishing said harvesting and trucking operations, GRANTEES may cancel this License without further obligation to GRANTOR, provided no road construction or hauling has commenced.

5. Trucking of logs shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Loaded trucks will observe a 15 mph speed limit on the private roadway to ensure that horse riders on District property are protected. GRANTEES shall provide space on gates to allow GRANTOR to place locks.

6. Wherever dust will cause an inconvenience or discomfort to GRANTOR, GRANTEES shall maintain said road in a reasonably dust-free condition.

7. GRANTEES shall protect fences, telephone, light and power lines, building, ditches, waterlines, water supplies and diversion facilities, etc., against injury and shall repair damage caused by it by restoring them immediately to the condition found prior to damage.

8. GRANTEES shall keep the premises free from all claims and liens of whatsoever nature arising from any matter or thing connected with the operations to be carried out hereunder.

9. GRANTEES shall defend, indemnify and save GRANTOR harmless from any and all liability of any kind or character whatsoever arising from or growing out of GRANTEES' use of the road as granted herein. For the duration of log removal operations using this agreement, contractors working on behalf of GRANTEES shall carry at least \$1,000,000 in general liability insurance and \$100,000 in property damage insurance, with the San Lorenzo Valley Water District, its officers, agents and employees named as insureds.

10. GRANTEES agree to provide GRANTOR a \$5,000 deposit, refundable upon successful completion of repairs and improvements.

GRANTOR
SAN LORENZO VALLEY WATER DISTRICT

Merrilee Bolden
Merrilee Bolden, President
Board of Directors

Attest:

Patsy Rae Johnson
Patsy Rae Johnson
District Secretary
San Lorenzo Valley Water District

July 31, 1992
Date

GRANTEES

Milton Seick
Milton Seick

Date Nov 3, 92

Robert C. Harkness
Werner Trust

Date Oct. 9, 1992

Elizabeth D. Beermann
Erma Beermann

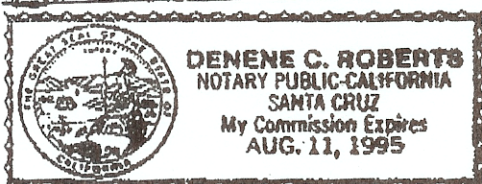
Date 12/15/92

Jamie Nelson
Jamie Nelson

Date 12/14/92

State of California)
County of Santa Cruz)

On this 31st day of JULY, 1992,
before me DENENE C. ROBERTS, a Notary Public, State of
California, duly commissioned and sworn, personally appeared
MERRILEE BOLDEN, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) who
executed this instrument as PRESIDENT OF THE BOARD OF
DIRECTORS of SAN LORENZO VALLEY WATER DISTRICT
and acknowledged to me that the SAN LORENZO VALLEY WATER
DISTRICT executed it.



State of California)
County of Santa Cruz)

Denene C. Roberts
Notary Public
State of California

On this _____ day of _____, 1992,
before me _____, a Notary Public, State of
California, duly commissioned and sworn, personally appeared
_____, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is(are) subscribed to this instrument, and
acknowledged that he/she/they executed it.

Notary Public
State of California

Recorded at the request of:

San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006-9119

ROAD LICENSE
AGREEMENT FOR TEMPORARY USE OF EXISTING ROAD
ACROSS DISTRICT PROPERTY
APN 73-101-03

On this ____ day of _____, 2005, SAN LORENZO VALLEY WATER DISTRICT, 13060 Highway 9, Boulder Creek, CA 95006-9119, hereinafter referred to as "GRANTOR," hereby grants Milton Sieck, hereinafter referred to as "GRANTEE," license to use the private roadway traversing lands of GRANTOR known as Santa Cruz County Assessor's Parcel Number 73-101-03 for the purpose of hauling logs together with such purposes reasonably and necessarily related to the cutting of timber and hauling of logs from lands of GRANTEE known as Santa Cruz County Assessor Parcel Number 73-201-03, subject to the following terms and conditions:

1. GRANTOR grants GRANTEES license to use the private roadway shown in Exhibit "A" attached hereto and made a part thereof.
2. GRANTEES agree to compensate GRANTOR in consideration for issuance of this license by making improvements as approved by GRANTOR or a designated representative to the drainage and surfacing of the private roadway both on the lands of GRANTOR and on portions of the roadway between the lands of GRANTOR and GRANTEES. Approval shall not be unreasonably withheld.
3. Under this License, the right to use the road is granted only to GRANTEES and such persons engaged in his timber removal operations. It is mutually understood that GRANTEES, their agents, contractors or representatives shall not engage in any activity not connected with timber removal operations.
4. This License shall terminate October 15, 2008_or upon completion of timber removal operations from lands of GRANTEES, whichever comes first. It is also cancelable by GRANTOR with ten (10) days notice if any of its terms are breached by GRANTEES. Should GRANTEES be prevented from accomplishing said harvesting and trucking operations, GRANTEES may cancel this License without further obligation to GRANTOR, provided no road construction has commenced.

5. Trucking of logs shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Loaded trucks will observe a 15 mph speed limit on the private roadway to ensure that horse riders on District property are protected. GRANTEES shall provide space on gates to allow GRANTOR to place locks.
6. Wherever dust will cause an inconvenience or discomfort to GRANTOR, GRANTEES shall maintain said road in a reasonably dust-free condition.
7. GRANTEES shall protect fences, telephone, light and power lines, building, ditches, waterlines, water supplies and diversion facilities, etc., against injury and shall repair damage caused by it by restoring them immediately to the condition found prior to damage.
8. GRANTEES shall keep the premises free from all claims and liens of whatsoever nature arising from any matter or thing connected with the operations to be carried out hereunder.
9. GRANTEES shall defend, indemnify and save GRANTOR harmless from any and all liability of any kind or character whatsoever arising from or growing out of GRANTEES' use of the road as granted herein. For the duration of log removal operations using this agreement, contractors working on behalf of GRANTEES shall carry at least \$1,000,000 in general liability insurance and \$100,000 in property damage insurance, with the San Lorenzo Valley Water District, its officers, agents and employees named as insured's.
10. GRANTEES agree to provide GRANTOR a deposit in the sum of \$1,000.00, refundable upon successful completion of repairs and improvements.

In witness whereof, GRANTOR and GRANTEES have caused this agreement to be executed on the dates written below:

GRANTOR
SAN LORENZO VALLEY WATER DISTRICT

Terry Vierra, President
Board of Directors

Date

GRANTEE

Milton Seick

Date

Attest:

District Secretary
San Lorenzo Valley Water District

SITE OF
PROPOSED ROAD PERMIT
(August, 2005)

SEICK PARCEL

APN 73-201-02

DISTRICT PARCEL

APN 73-101-03

GATE

GATE

GATE

SITE

BM 408

Sand Pit

