

DEPARTMENT OF  
PUBLIC WORKS



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

201

JOHN A. FANTHAM

DIRECTOR OF PUBLIC WORKS

FAX (831) 454-2385

SCOTT C. LOICHINGER (831) 454-2331  
CHIEF REAL PROPERTY AGENT

July 31, 1998

BOARD OF DIRECTORS  
DAVENPORT COUNTY SANITATION DISTRICT  
701 Ocean Street  
Santa Cruz, CA 95060

SUBJECT: DAVENPORT OLD TOWN SEWER RECONSTRUCTION PROJECT  
APN 058-092-09 - FRANCIS & JOANNE OLIMPIO  
APN 058-103-14 - THE ROMAN CATHOLIC BISHOP OF MONTEREY, CA

Members of the Board:

As part of the District's above named project, the District will need an easement for constructing and maintaining a new sewer line over the above named properties and installing a new pump station on the Olimpio property. The acquisition area on the church property is within the presently traveled way (Church Street) and a fee acquisition rather than an easement is being acquired for the portion needed from this parcel at no additional cost to the District.

The attached agreements provide for the right to access, build, and maintain a replacement sanitary sewer line as required by the project. Maps of the acquisition areas are included for your information. The agreements are required for the completion of the reconstruction project. Settlement amounts are based on a departmental appraisal and represent fair market value for said property interests. The project is funded for the current 1998/1999 fiscal year.

It is recommended that your Board, take the following action:

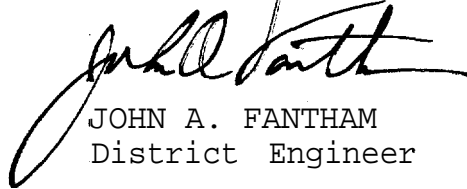
1. Adopt the accompanying resolution approving and accepting the terms and conditions of the agreements.
2. Authorize the District Engineer to sign the agreements on behalf of the District.

DAVENPORT COUNTY SANITATION DISTRICT

Page -2-

- 3. Approve payment of claims for the agreements.

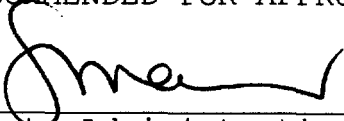
Yours truly,



JOHN A. FANTHAM  
District Engineer

jsk  
Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

cc: County Counsel  
Real Property  
Public Works  
Auditor-Controller

BEFORE THE BOARD OF DIRECTORS  
OF THE DAVENPORT COUNTY SANITATION DISTRICT  
RESOLUTION NO. \_\_\_\_\_

On the motion of Director  
duly seconded by Director  
the following Resolution is adopted:

DAVENPORT OLD TOWN SEWER RECONSTRUCTION PROJECT  
RESOLUTION FOR RIGHT OF WAY ACQUISITION

RESOLVED by the Board of Directors of the Davenport County  
Sanitation District, State of California;

WHEREAS, as part of the Davenport Old Town Sewer Reconstruction  
Project, the District will need to replace an existing sanitary line with  
a larger capacity line over a slightly different portion of APN'S 058-  
092-09 (Olimpio) and 058-103-14 (Roman Catholic Church) and establish a  
new pump station on APN 058-092-09 (Olimpio). It is necessary for the  
District to purchase a portion of both properties in order to construct  
and maintain a replacement line.

WHEREAS, the owners of said property interests have or will execute  
and deliver said property interests to District upon condition that  
District acknowledge and approve Articles set forth in said agreements  
binding District to the performance of said Articles, and

WHEREAS, the board of Directors of said District hereby finds the  
Articles of said agreements to be fair and reasonable consideration for  
the acquisition of said real property interests;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Davenport  
County Sanitation District does hereby accept the terms of said  
agreements listed below and authorizes the District Engineer to sign on  
behalf of the District.

A.P.N.	GRANTOR	PAYMENT
058-092-09	Francis & Joanne Olimpio	\$1,600.00
058-103-14	Roman Catholic Bishop of 'Monterey, CA	\$ 250.00

BE IT FURTHER ORDERED that the Auditor-Controller is hereby  
authorized to approve payment of claims for the above listed agreements  
payable to the above listed Grantors in the amounts indicated above out  
of the Public Works Internal Service Fund, Subobject 4940, charged  
against Index No. 951995, User Code P00304, for the purchase of said  
property interests AND TO DELIVER THE SAME TO THE CHIEF, REAL PROPERTY  
DIVISION OF THE COUNTY OF SANTA CRUZ. and

BE IT FURTHER ORDERED that said Chief, Real Property  
Division, deliver said warrant to the above listed Grantors.


PASSED AND ADOPTED by the Board of Directors of the Davenport County Sanitation District, County of Santa Cruz, State of California, this \_\_\_Th day of \_\_\_\_\_, 1998, by the following vote:

- AYES: DIRECTORS
- NOES: DIRECTORS
- ABSENT: DIRECTORS

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

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

Approved as to form:

 7-31-98  
Assistant District Counsel

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

DAVENPT.RES

58-091-01  
LUERS  
UNSEWERED

SWR EASE

MATCH LINE  
SEE SHEET 4

$\frac{1"}{20'}$

EXIST SWR EASE

PROP SWR EASE

DITCH

2+00 F GRAVEL D/W

PUMP  
STATION  
LOCATION

12" R/S  
CONC  
PAD

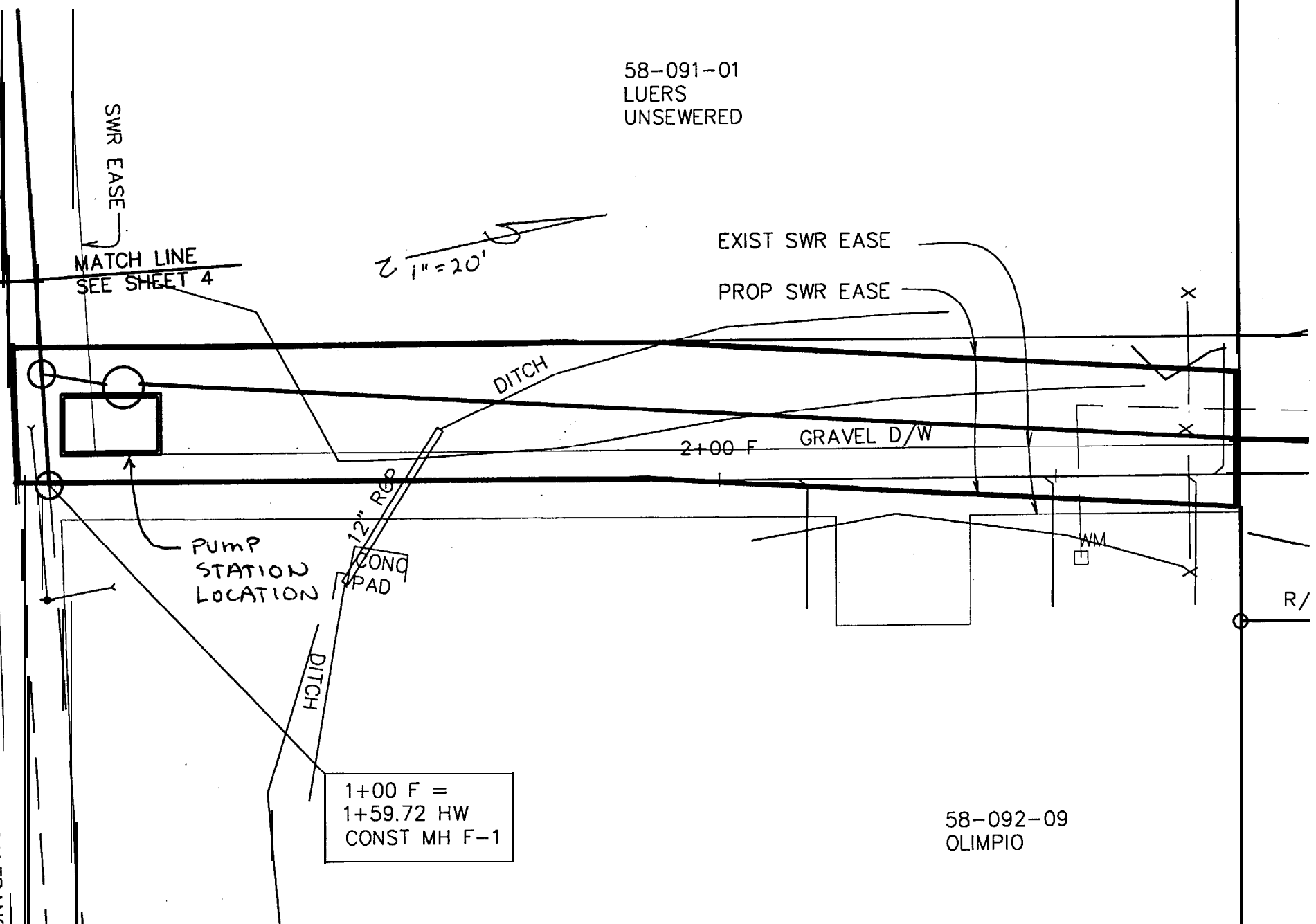
DITCH

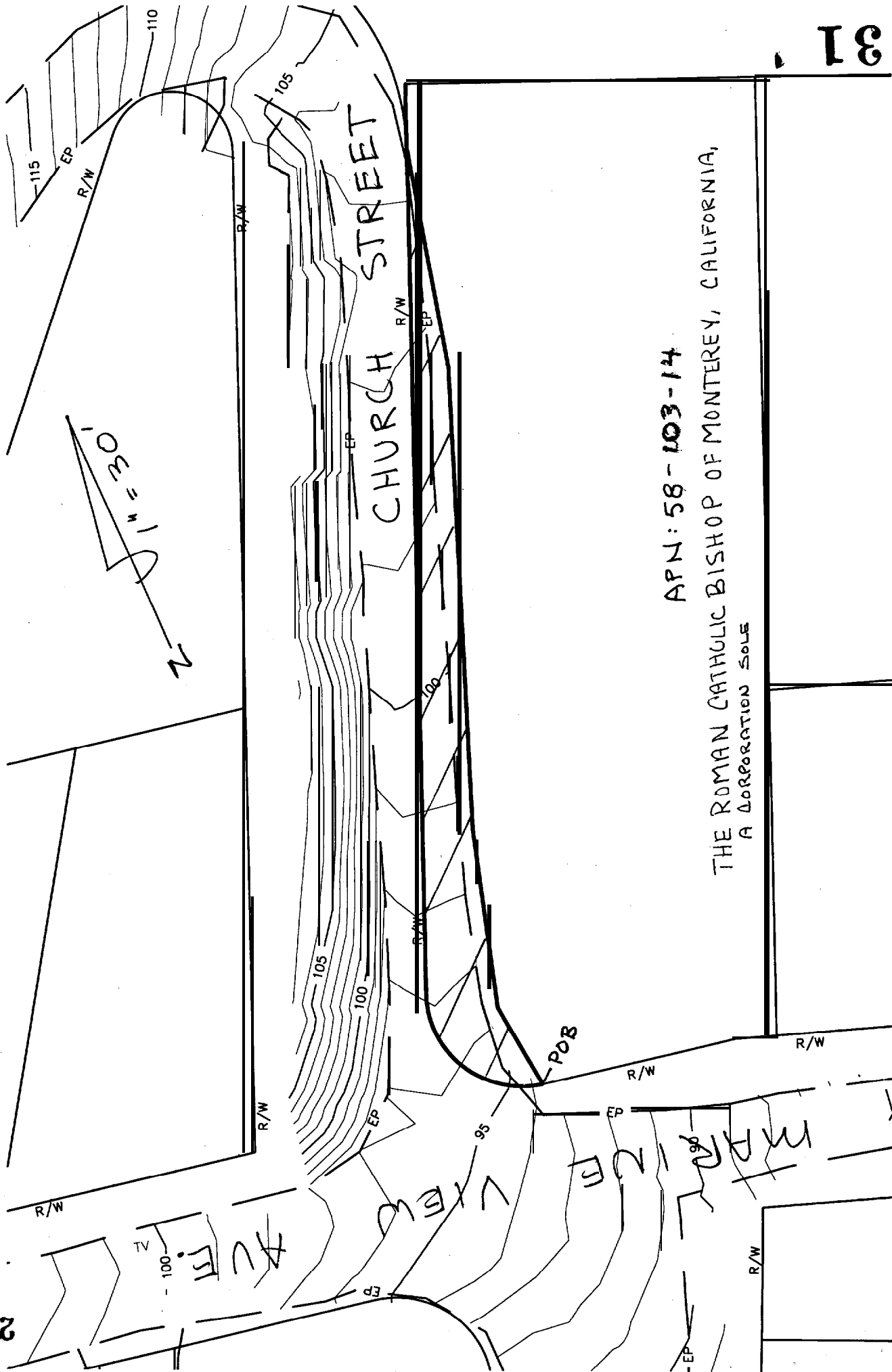
1+00 F =  
1+59.72 HW  
CONST MH F-1

58-092-09  
OLIMPIO

CALTRANS

R/






APN: 58-103-14

THE ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA,  
A CORPORATION SOLE

Property No.: 1

207 

APN: 058-093-09

Francis & Joanne  
Olimpio  
(Sellers)

Project: Davenport "Oldtown" Sewer  
Reconstruction Project

**CONTRACT**  
**DAVENPORT COUNTY SANITATION DISTRICT**

This contract is entered into this 15<sup>TH</sup> day of MAY 8, by and between the **DAVENPORT COUNTY SANITATION DISTRICT**, hereinafter called **DISTRICT**, and **FRANCIS 6 JOANNE OLIMPIO** 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 documents in the form of an **Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 30 Fair Avenue, Davenport in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part thereof,

Said documents will be delivered to **JOHN KRIEGSMAN**, Agent, Real Property Division of the **DISTRICT OF SANTA CRUZ**, State of California.

3. The **DISTRICT** shall:

(A) Pay the undersigned grantor(s) the sum of **\$1,600.00** for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by **Easement Deed** within thirty (30) days after date title to said property vests in the **DISTRICT** 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 **DISTRICT** 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 **DISTRICT**, 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 **DISTRICT** of Santa Cruz, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, Santa Cruz, CA 95060.

4. SELLERS agree to indemnify, defend, and hold harmless the DISTRICT 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 shall not be construed as limiting SELLER's responsibility and/or the DISTRICT's rights concerning hazardous materials discovered before or after purchase of the Property.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the DISTRICT, its contractors and/or authorized agents have the right to enter upon the SELLERS property, where necessary, to construct the improvements for which the purpose of the deed is being granted. This shall include, but is not limited to, construction of a new sewer line, lateral connection, construction of a new pump station and appurtenances thereto. It is understood and agreed that the premises will be left in a clean and orderly condition.

6. 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 DISTRICT including the right to remove and dispose of improvements, shall commence on the date the DISTRICT delivers said total amount shown in Clause 3(A) to the SELLERS, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession, use, and interest from said date.

7. On the day title of said property vests in the name of the DISTRICT, the condition of the property, including the existence or nonexistence of improvements, will be the same as the condition of the property on the inspection date of April 17, 1998.

8. This CONTRACT is subject to the approval of the Davenport County Sanitation District Board of Supervisors and does not bind DISTRICT until such time as Board approval and consent has been received in writing and as required by law.

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 parties hereto have caused this Contract to be duly executed the day and year first above written.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Francis Olimpio  
FRANCIS OLIMPIO

Joanne Olimpio  
JOANNE OLIMPIO

APPROVED AS TO FORM:

By: D. M. Torres FOR  
SAMUEL TORRES, JR. 7-30-98  
Chief Assistant District Counsel

DISTRICT

By: \_\_\_\_\_  
JOHN A. FANTHAM  
Director of Public Works

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SELLERS)

D:\WPW\DAVENPRT\CONTRACT.1&2

## Exhibit A

An Easement for the purposes of construction, reconstruction, and maintenance of a sanitary sewer line and pump station and appurtenant structures thereto.

BEING a portion of the San Vicente Rancho in the County of Santa Cruz, State of California, and of Section 4, Township 11 South, Range 3 West, Mount Diablo Base and Meridian, and more particularly described as follows:

BEGINNING at a point along the Northerly property line of Parcel A, as shown on Volume 29 of Parcel Maps, at page 48, recorded on June 6, 1978 in Santa Cruz County Records, from which the North-west corner of said Parcel A bears North  $60^{\circ}48'$  West 5.06 feet.

THENCE along the Northerly property line of said Parcel A South  $60^{\circ}48'$  East 20.03 feet to a point; thence leaving Northerly property line of said Parcel A South  $32^{\circ}30'$  West 88.46 feet to a point; thence South  $29^{\circ}12'$  West 94.04 feet to a point on the Southerly property line of said Parcel A; thence along said Southerly property line of said Parcel A North  $63^{\circ}00'$  West 20.01 feet to the south-west corner of said Parcel A; thence along the Westerly property line of said Parcel A North  $29^{\circ}12'$  East 95.39 feet to a point; thence leaving said Westerly property line of said Parcel A North  $32^{\circ}30'$  East 87.89 feet to the POINT OF BEGINNING.

AREA = 3,658 sf  
A P N : 58-092-09

028.des

Property No.: 2 \_\_\_\_\_

211

APN: 058-103-14

Roman Catholic Bishop  
of Monterey, CA, a  
corporation sole  
(Sellers)

Project: Davenport "Old town" Sewer  
Reconstruction Project

CONTRACT  
DAVENPORT COUNTY SANITATION DISTRICT

This contract is entered into this 17<sup>th</sup> day of July, 1998, by and between the **DAVENPORT COUNTY SANITATION DISTRICT**, hereinafter called **DISTRICT**, and **THE ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA**, a corporation sole 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 documents in the form of a **Grant Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 123 Marine View Avenue, Davenport in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part thereof,

Said documents will be delivered to JOHN KRIEGSMAN, Agent, Real Property Division of the DISTRICT OF SANTA CRUZ, State of California.

3. The DISTRICT shall:

(A) Pay the undersigned grantor(s) the sum of \$250.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by **Grant Deed** within thirty-(30) days after date title to said property vests in the DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT of Santa Cruz, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, Santa Cruz, CA 95060. 212

4. Excepting the sole negligence of the SELLERS of said property and excepting defects in the premises which existed as of the date of the appraisal and deemed to be the responsibility of the SELLERS, the DISTRICT shall defend, indemnify, and hold SELLERS 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 DISTRICT's acquisition and construction of the sewer reconstruction project over, under, and across all that real property described in Exhibit "A".

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the DISTRICT, its contractors and/or authorized agents have the right to enter upon the SELLERS property, where necessary, to construct the improvements for which the purpose of the deed is being granted. This shall include, but is not limited to, construction of a new sewer line. It is understood and agreed that the premises will be left in a clean and orderly condition.

6. 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 DISTRICT including the right to remove and dispose of improvements, shall commence on the date the DISTRICT delivers said total amount shown in Clause 3(A) to the SELLERS, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession, use, and interest from said date.

7. On the day title of said property vests in the name of the DISTRICT, the condition of the property, including the existence or nonexistence of improvements, will be the same as the condition of the property on the inspection date of April 17, 1998.

8. This CONTRACT is subject to the approval of the Davenport County Sanitation District Board of Supervisors and does not bind DISTRICT until such time as Board approval and consent has been received in writing and as required by law.

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 parties hereto have caused this Contract to be duly executed the day and year first above written.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Charles G. Fatooh  
Reverend Monsignor  
Charles G. Fatooh

APPROVED AS TO FORM:

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-30-98  
Chief Assistant District Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTRICT

By: \_\_\_\_\_  
JOHN A. FANTHAM  
Director of Public Works

(SELLERS)

D:\WPW\DAVENPRT\CONTRACT.1&2

Exhibit A

BEING a portion of the San Vicente Rancho in the County of Santa Cruz, State of California, and of the south-east 1/4 of Section 33, Township 10 South, Range 3 West, Mount Diablo Base and Meridian, and more particularly described as follows.:

BEGINNING at the most westerly corner of Parcel A, as shown on Volume 27 of Parcel Maps, at page 38, recorded October 26, 1977 Santa Cruz County Records; thence along the northerly road right-of-way line of Marine View Avenue, a County Road, North 65°36' West 9.48 feet to a point; thence continuing along the northerly Marine View Avenue road right-of-way line North 74°29' West 45.48 feet to the TRUE POINT OF BEGINNING.

THENCE FROM THE TRUE POINT OF BEGINNING and leaving the northerly Marine View Avenue road right-of-way line North 0°57' West 20.50 feet; thence North 21°15' East 41.20 feet; thence North 26°10' East 107.40 feet; thence North 18°31'18" East 50.99 feet to the easterly road right-of-way line of Church Street, a County Road; thence along the easterly road right-of-way line of Church Street South 27°57' West 195.29 feet to a point; thence along the road right-of-way between Church Street and Marine View Avenue, along a curve to the left through a central angle of 102°26', radius of 21.73 feet an arc length of 38.85 feet to the POINT OF BEGINNING.

AREA = 2,160 sf  
APN: 58-103-14

028.des