

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

FAX (408) 454-2385

SCOTT C. LOICHTINGER (408) 454-2331
CHIEF REAL PROPERTY AGENT

July 30, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: 41ST AVENUE ROAD IMPROVEMENT PROJECT

Members of the Board:

Included in the 1998/99 Public Works and Redevelopment Agency Budgets are funds for the construction of road improvements on 41st Avenue between Portola and East Cliff Drives and for the acquisition of the required easement and right-of-entry.

The attached Contract and Right-of-Entry provide for the acquisition of the necessary easement and temporary access rights along the front of the subject parcels required for the completion of the above mentioned road project. All of the required property areas are located on the 41st Avenue frontage and will allow for the installation of new sidewalks, retaining walls, drainage facilities and other roadside 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. These amounts are considered fair and reasonable for the real property interests being acquired and represent the fair market value for such property interests.

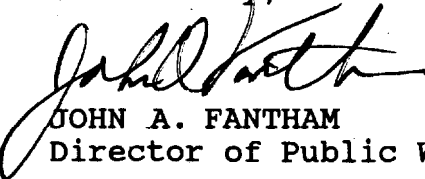
The funding for these acquisitions is being provided by the County's Redevelopment Agency. Redevelopment funds are being used because it has been determined that the improvements are of benefit to the project area, that no other reasonable means of financing the improvements are available to the community, 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. The Redevelopment Department 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 these property interest acquisitions.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
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It is recommended that the Board of Supervisors take the following action:

1. Determine 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 Contract and Right-of-Entry and authorize the Director of Public Works to sign said documents on behalf of the County;
3. Approve payment of claims for the Contract and Right-of-Entry.

Yours truly,


JOHN A. FANTHAM
Director of Public Works

pap

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

Copy to: Public Works Department
Redevelopment Department

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
41ST AVENUE 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 Contract and Right-of-Entry documents attached hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interests have or will execute and deliver a Deed and/or Right-of-Entry document conveying said real property interests to County, upon condition that County acknowledge and approve Articles set forth in said Contract and Right-of-Entry binding County to the performance of said Articles, and

WHEREAS, the Board of Supervisors of said County hereby finds the Articles of said Contract and Right-of-Entry 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 Contract and Right-of-Entry listed below:

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
Contract:		
033-171-18	Ruth Betty Hunt	\$500.00
Right-of-Entry:		
032-181-02	Allan M. Tice Mary J. Tice	\$100.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of claims for the above listed Contract and Right-of-Entry payable to the above listed Grantors in the amounts indicated above, out of Public Works Internal Service Fund, Subobject 4020, charged against Index No. 952279, 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 warrants to the above listed Grantors.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 1998, 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

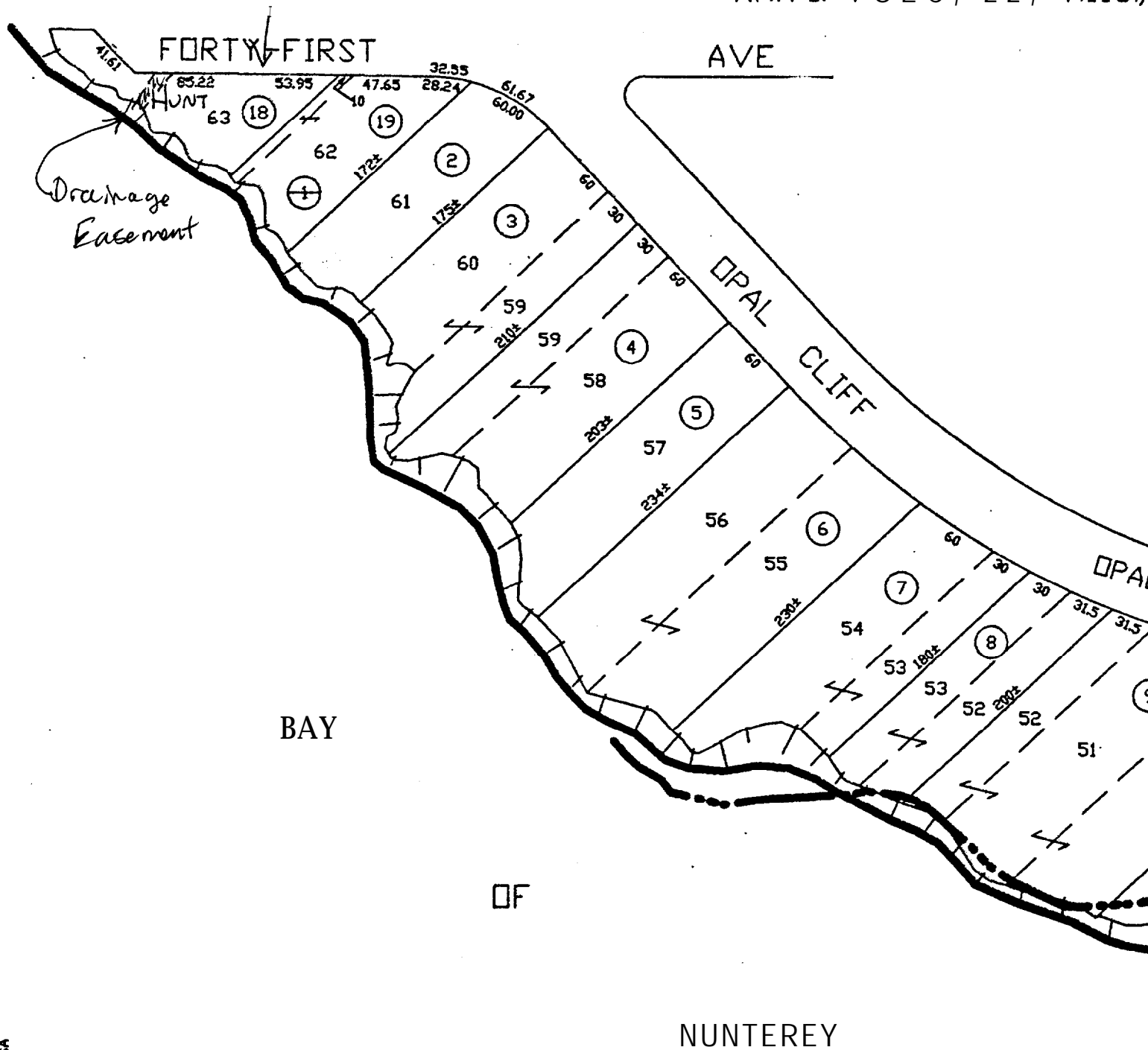
FOR TAX PURPOSES ONLY

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

© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1005

POR. RANCHO AR

N.W. 1/4 SEC, 22, T.11S.,



Note - Assessor's Parcel Block & Lot Numbers Shown in Circles,

Ruth Betty Hunt
(SELLERS)

APN: 33-171-18
Project: 41 ST AVENUE ROAD
IMPROVEMENT PROJECT

310

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this d a y o f _____, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and THE RUTH BETTY HUNT FAMILY TRUST, hereinafter called **SELLERS**. The parties mutually agree as follows:

1. In the letter from John Fantham, Santa Cruz County Department of Public Works, attached hereto as Exhibit "A" and incorporated herein by this reference, and in this contract, the parties 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 an Easement Deed covering a portion of the property located at 500 41st Avenue in the County of Santa Cruz (APN 33-171-1 8), more particularly described in Exhibit "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 \$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 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.

C) Comply with the conditions set forth in Exhibit "A".

4. It is agreed and confirmed by the parties hereto that in conformance with other provisions of this contract, the COUNTY, its contractors **and/or** authorized agents have the right to enter upon the SELLERS' property where necessary, in the vicinity of the property described in Exhibit "B", to construct the improvements for which the easement is being granted. Such right of entry shall include, but is not limited to, temporary placement of dirt, materials and equipment. It is understood and agreed that the premises will be **left** in a clean and orderly condition and that any existing improvements located on SELLERS' side of an existing wood fence (that runs along the 41st Avenue roadway), including said wood fence, will be repaired or replaced in-kind or SELLERS will be compensated for the loss. COUNTY shall also remove a portion of the existing outfall standpipe located at the end of the existing pipeline. It is **further** agreed that SELLERS may continue to use the easement property and may maintain landscaping on the easement surface, but will not erect any structures thereon which would interfere with COUNTY'S access to the easement property.

5. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "B", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on March 11, 1998.

6. 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 _____, 1998; and the SELLERS have executed this agreement as of the July day of 1, 1998.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Ruth Betty Hunt
Ruth Betty Hunt Fan@ Trust,
Ruth Betty Hunt, Trustee

APPROVED AS TO FORM:

By: D. McRae for
SAMUEL TORRES, JR. 7-a 898
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)



GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(408) 454-2160

FAX (408) 454-2385

EXHIBIT "A"

May 21, 1998

Beth Hamilton
Genesis Law Group, LLP
160 West Santa Clara Street, Ste 1300
San Jose, CA 95 113

SUBJECT: 41ST AVENUE ROAD IMPROVEMENT PROJECT
HUNT - APN: 33-171-18

Dear Ms. Hamilton:

Thank you for your letter of May 18 regarding the Hunt's property at 500 41st Avenue. I have reviewed your client's concerns with the design engineers and they feel that your issues can be accommodated. I have addressed each issue below:


- 1) With respect to the work to be done on Mrs. Hunt's property, the workers shall approach from below the cliff, and **will** not be in the area along the top of the cliff;
- 2) The County will cut approximately 24 inches from the top of the present vent pipe, and cap that vent pipe, and **all** of the access for that work will also be from the bottom up, rather than from the top down;
- 3) The County will move the location of the "Do Not Enter" sign approximately 8-10 feet to the west along 41st Avenue (towards the ocean) so that it will line up with the side of Mrs. Hunt's house;
- 4) The improvement project is designed to correct the current drainage problem **with** surface water ponding along 4 1st Avenue in front of Mrs. Hunt's house;
- 5) The potential landscaping area behind the sidewalk will be left as dirt, **with** a small drainage swale through the middle to direct drainage water away from the front of the property, This area will not be planted by the County. **Mrs.** Hunt can install and maintain plantings in this area, if she wishes. The County will not maintain any landscaping in this area, but **will** need to keep the drainage swale **functioning** properly;

6) The County agrees to replace in-kind or reimburse Mrs. Hunt for any damage done to the property caused by the County as a result of installing, maintaining or repairing the storm drain, and abandoning the old storm drain.

I think this covers all of your client's concerns. If you have any **further** questions please call me at (408) 454-2338. Thank you for your cooperation in this matter.

Yours truly,

John A. Fantham
Director of Public Works

By: 

Peter Porfido, Agent
Real Property Division

pap

cc: Mr. Al Larson

HUNT

EXHIBIT "B"
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APN 33-171-18

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

Being a portion of Lot 63 in Block A as shown on the map filed March 6, 1930, in Volume 25 of Maps at Page 12, Santa Cruz County Records, and more particularly described as follows:

Being an easement for storm drainage purposes over a portion of said Lot 63 and being a strip of land ten feet wide, the center of which is described as follows:

Beginning at a point on the southeasterly line of East Cliff Drive, from which point the intersection of the southeasterly line of East Cliff Drive and the easterly line of 41st Avenue as shown on said map lies 20.00 feet distant; thence from said point of beginning South 27° East 65 feet, more or less, to Monterey Bay.

Containing 650 square feet, more or less.

RHN:mg

HUM