



County of Santa Cruz

411

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 960604070
(831) 454-2331 FAX (831) 454-2386 TDD (831) 454-2123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA : FEBRUARY 23, 1999
February 10, 1999

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

SUBJECT: PORTOLA DRIVE UTILITY UNDERGROUND PROJECT
CHANDLER - APN: 32-074-07 & 08; TROLAN - APN: 33-141-30;
SHERMAN - APN: 32-051-14; JURNECKA - 32-081-52

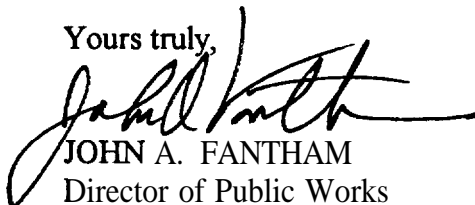
Members of the Board:

The attached four contracts provide for the acquisition of utility easements along the front of the above mentioned parcels required for the completion of the utility underground project on Portola Drive and 41st Avenue in the Live Oak area (see attached maps). The settlement amounts for the easements 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 project is funded for the current 1998/99 fiscal year.

It is recommended that the Board of Supervisors take the following action:

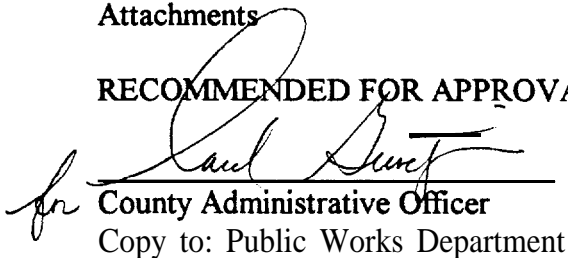
1. Adopt Resolution approving and accepting the terms and conditions of the contracts and authorize the Director of Public Works to sign said documents on behalf of the County;
2. Approve payment of claims for the contracts.

Yours truly,


JOHN A. FANTHAM
Director of Public Works

pap
Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer
Copy to: Public Works Department

49

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
PORTOLA DRIVE UTILITY UNDERGROUND 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 Contracts attached hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interests have or will execute and deliver Deeds conveying said real property interests to the Pacific Gas and Electric Company (per County's agreement with **PG&E**), upon condition that County acknowledge and approve Articles set forth in said Contracts binding County to the performance of said Articles, and

WHEREAS, the Board of Supervisors of said County hereby finds the Articles of said Contracts 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 Contracts listed below:

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
32-074-07, 08	Brian J. Chandler Carol J. Chandler	\$1,500.00
32-05 1-14	Yvonne C. Sherman	\$ 700.00
32-081-52	Ruth Jurnecka Joseph Jurnecka	\$ 500.00
33-141-30	Alice Trolan	\$ 1,000.00

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 contracts payable to the above listed Grantors in the amount indicated above, out of Public Works Internal Service Fund, Subobject 3595, charged against Index No. 95 1158, 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 _____, 1999, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form



Chief Assistant County Counsel

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

Yvonne C. Sherman
(SELLERS)

APN: 32-051-14
Project: PORTOLA DRIVE UTILITY
UNDERGROUND PROJECT

CONTRACT
COUNTY OF SANTA **CRUZ**

This contract is entered into this _____ day of _____, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and YVONNE C. SHERMAN, 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 an Easement Deed covering a portion of the property located at 893 41ST Avenue in the County of Santa **Crux** (APN **32-051-14**), 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 5'700.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deeds 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.

4. 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 COUNTY including the right to remove and dispose of improvements, shall commence on the date the COUNTY delivers said total amount shown in clause 3(A) to the SELLERS or deposits said amount into an escrow account, and

that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession and use and interest from said date.

5. 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 where necessary, in the vicinity of the property described in Exhibit "A", to construct the improvements for which the purpose of the easement is being granted. This 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.

6. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A" including the existence or nonexistence of any improvement; shall be the same as the condition of said property on October 27, 1998.

7. 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 10th day of December, 1998

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER"
Chief, Real Property Division

Yvonne C. Sherman
Yvonne C. Sherman

APPROVED AS TO FORM:

By: Samuel Torres 2/12/98
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
P.O. Box 81171
Salinas, CA 93912-1 171

Location: City/Unix _____

Recording Fee _____

Document Transfer Tax \$ _____

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

YVONNE C. SHERMAN

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the _____ County of Santa Cruz, State of California, described as follows:

(APN 032-051-14)

The parcel of land described in the deed from Bernard R. Sherman to Yvonne C. Sherman dated March 2, 1982 and recorded in Book 3441 of Official Records at page 04, Santa Cruz County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, **and** transformers with associated concrete pads; and fixtures **and** appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 6 feet lying contiguous to and westerly of the line described as follows:

Commencing at the intersection of the northerly boundary line of said lands and the westerly boundary line of Forty First Avenue, a county road, and running along said westerly boundary line

(a) south 0" 10' east 3.0 feet

to the TRUE POINT OF BEGINNING of said line, thence continuing along said westerly boundary line

(1) south 0" 10' east 10.0 feet

to a point in said westerly boundary line.

49

Ruth Jurnecka
Joseph Jurnecka
(SELLERS)

APN: 32-081-52
Project: PORTOLA DRIVE UTILITY
UNDERGROUND PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this _____ day of _____, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and JOSEPH E. JURNECXA and RUTH K. JURNECKA, as Trustees of the Ruth and Joseph Jurnecka Trust dated March 15, 1996, 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 an Easement Deed covering a portion of the property located at 3790 Portola Drive in the County of Santa Cruz (APN 32-081-52), 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 \$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 Deeds 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.

4. 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 COUNTY including the right to remove and dispose of improvements, shall commence on the date the COUNTY delivers said total amount shown in clause 3(A)

to the SELLERS or deposits said amount into an escrow account, and **that** the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession and use and interest from said date.

5. 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 where necessary, in the vicinity of the property described in Exhibit "A", to construct the improvements for which the purpose of the easement is being granted. This 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.

6. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A" including the existence or nonexistence of any improvement; shall be the same as the condition of said property on October 27, 1998.

7. 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 26th day of December, 1998.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Ruth Jurnecka, trustee
Ruth Jurnecka, trustee

APPROVED AS TO FORM:

By: Sam Torres 2/1/98
SAMUEL TORRES, JR.
Chief Assistant County Counsel

Joseph Jurnecka, trustee
Joseph Jurnecka, trustee

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

EXHIBIT "A"

419

AFTERRECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
land Department
P. O. Box 81171
Salinas, CA 93912-1171

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

Computed on NI Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

JOSEPH E. JURNECKA and RUTH K. JURNECKA, as trustees of the RUTH AND JOSEPH JURNECKA TRUST dated March 15, 1996,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the _____ County of Santa Cruz, State of California, described as follows:

(APN 032-08 1-52)

The parcel of land described in the deed from Joseph E. Jumecka and Ruth K. Jumecka, husband and wife, to Joseph E. Jumecka and Ruth K. Jumecka, as trustees of the Ruth and Joseph Jumecka Trust dated May 15, 1996 and recorded in Book 5829 of Official Records at page 416, Santa Cruz County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 8 feet lying contiguous to and southerly of the southerly boundary line of Portola Drive, a county road, and extending from the westerly boundary line of said lands easterly 10.0 feet.

49

Brian J. Chandler
Carol J. Chandler
(SELLERS)

APN: 32-074-07 & 08
Project: PORTOLA DRIVE UTILITY
UNDERGROUND PROJECT

420

CONTRACT
COUNTY OF **SANTA CRUZ**

This contract is entered into this 6 day of January, ~~1998~~ ²⁰⁰⁰, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and BRIAN J. CHANDLER and CAROL J. CHANDLER, 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 an Easement Deed covering a portion of the property located at 3500 and 3520 Portola Drive in the County of Santa **Cruz** (APN 32-074-07 & 08), 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 \$1,500.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deeds 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.

4. 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 COUNTY including the right to remove and dispose of improvements, shall commence on the date the COUNTY delivers said total amount shown in clause 3(A) to the SELLERS or deposits said amount into an escrow account, and

that the amount shown in Clause 3(A) herein includes, but is not limited to, full **payment** for such possession and use and interest from said date.

5. 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 where necessary, in the vicinity of the property described in Exhibit "A", to construct the improvements for which the purpose of the easement is being granted. This 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.

6. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A", including the existence or nonexistence of any improvements, shall **be** the same as the condition **of said** property on October 27, 1998.

7. 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 6th day of January, ~~1998~~ 1999; and the SELLERS have executed this agreement as of the 6 day of January, ~~1998~~ 1999

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Brian J. Chandler
Brian J. Chandler

Carol J. Chandler
Carol J. Chandler

APPROVED AS TO FORM:

By: _____
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
f? 0. Box 81171
Salinas, CA 93912-7171

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

[] Computed on Full Value of Property Conveyed, or

[I Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

BRIAN J. CHANDLER and CAROL J. CHANDLER, husband and wife,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the _____ County of Santa Cruz, State of California, described as follows:

(APN 032-074-07)

The parcel of land described in the deed from Constance C. Cowart to Constance C. Cowart, as trustee of the Constance C. Cowart Living Trust Agreement dated October 8, 1997 and recorded as Recorder's Serial Number 1997-004748 1, Official Records of Santa Cruz County.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land' of the uniform width of 10 feet lying contiguous to and southerly of the southerly boundary line of Portola Drive, a county road, and extending from the westerly boundary line of said lands easterly 10.0 feet.

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
P. O. Box 81177
Salinas, CA 93912-1171

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ _____
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

BRIAN J. CHANDLER and CAROL J. CHANDLER, husband and wife,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the _____ County of Santa Cruz, State of California, described as follows:

(APN 032-074-08)

The parcel of land described in the deed from Constance C. Cowart to Constance C. Cowart, as trustee of the Constance C. Cowart Living Trust Agreement dated October 8, 1997 and recorded as Recorder's Serial Number 1997-0047479, Official Records of Santa Cruz County.

Said facilities shall consist of:

Such underground conduits, pipes, service boxes, wires, cables, and electrical conductors; risers, switches, fuses and terminals; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 7 feet lying contiguous to and westerly of the easterly boundary line of said lands and extending from the southerly boundary line of Portola Drive, a county road, southerly 21.0 feet.

Howard Trolan
(SELLERS)

APN: 33-141-30
Project: PORTOLA DRIVE UTILITY
UNDERGROUND PROJECT

CONTRACT
COUNTY OF **SANTA CRUZ**

This contract is entered into this 8th day of February, ~~1998~~ ¹⁹⁹⁸, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and HOWARD TROLAN, as Trustee of the Trolan Family Trust dated August 21, 1974, 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 an Easement Deed covering a portion of the property located on 41st Avenue in the County of Santa Cruz (APN **33-141-30**), 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 \$1,000.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deeds 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.

4. 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 COUNTY including the right to remove and dispose of improvements, shall commence on

the date the COUNTY delivers said total amount shown in clause 3(A) to the SELLERS or deposits said amount into an escrow account, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession and use and interest from said date.

5. 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 where necessary, in the vicinity of the property described in Exhibit "A", to construct the improvements for which the purpose of the easement is being granted. This 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;

6. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A" including the existence or nonexistence of any improvement; shall be the same as the condition of said property on October 27, 1998.

7. 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 8th day of February, 1998.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Howard Trolan
Howard Trolan

APPROVED AS TO FORM:

By: _____
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

EXHIBIT "A"

62-3111 (REV. 2-93)

426

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
P. O. Box 87177
Salinas, CA 939 12-1171

Location: City/Uninc
Recording Fee
Document Transfer Tax \$
[] Computed on Full Value of Property Conveyed, or
[] Computed on Nl Value Less Liens & Encumbrances
Remaining at Time of Sale.

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

HOWARD TROLAN, as trustee of the TROLAN FAMILY TRUST dated August 21, 1974,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the County of Santa Cruz, State of California, described as follows:

(APN 033-141-30)

The parcel of land described in the deed from Howard Trolan and Alice C. Trolan to Howard Trolan as trustee of the Trolan Family Trust, dated February 10, 1975 and recorded in Book 2487 of Official Records at page 655, Santa Cruz County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 10 feet lying contiguous to and easterly of the easterly boundary line of Forty First Avenue, a county road, and extending from the southerly boundary line of said lands northerly 10.0 feet.

32-08

DR.

8' x 10' UG ELEC R/W

2409

CAPITOLA

PORTOLA

COUNTY OF SANTA CRUZ
0-15-22

POR. RANCHO ARROYO DEL N.E. 1/4 SEC. 21, T. 11S., R. 1W. M. D. B. & M.

427

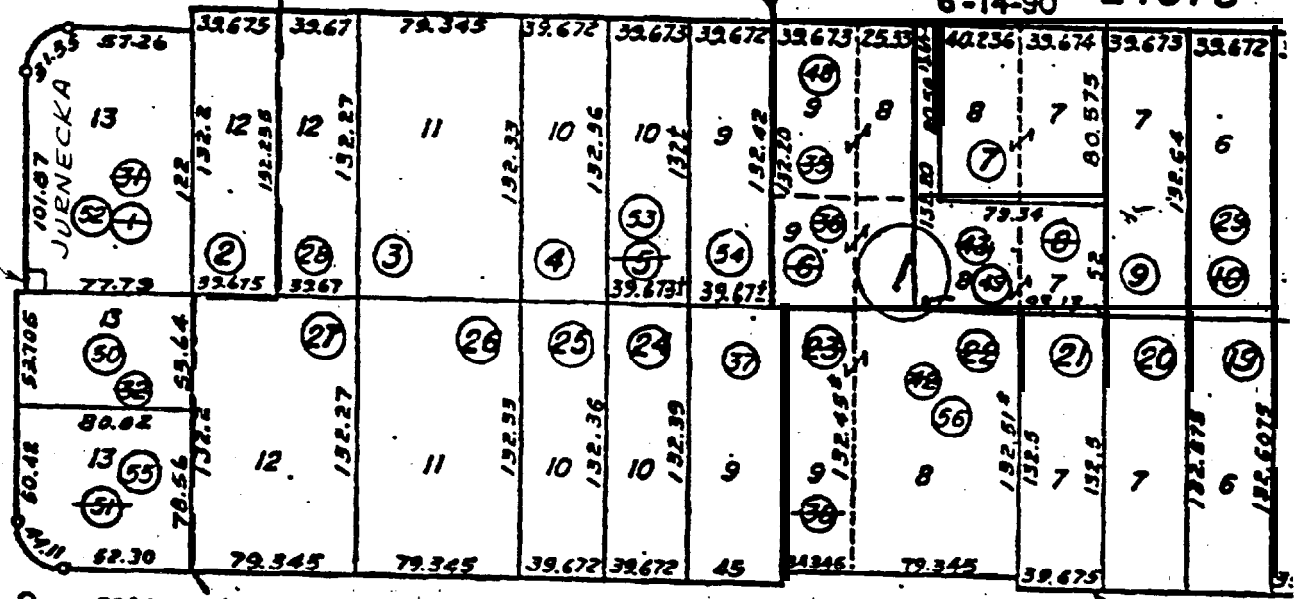
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09

R.S. MAP
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THIRTY-EIGHTH

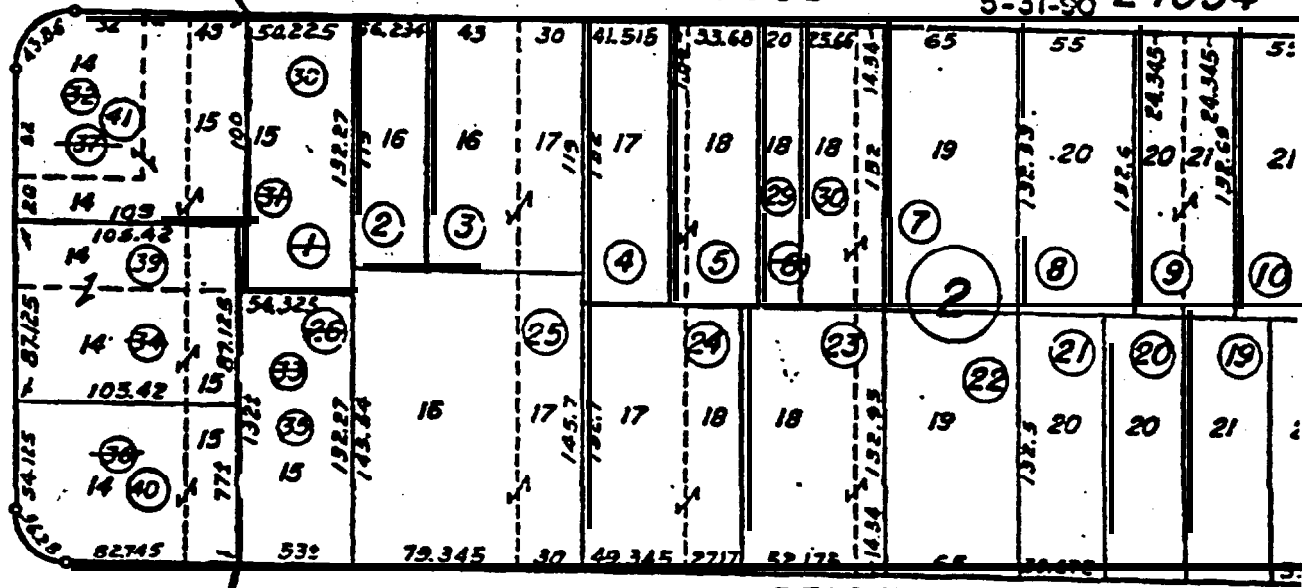
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THIRTY-SEVENTH

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THIRTY-SIXTH

OCEAN

BELTZ HAVEN TRACT
M. B. 21-42 1-14-29

82-001
82-009

YUCCA DR.

of

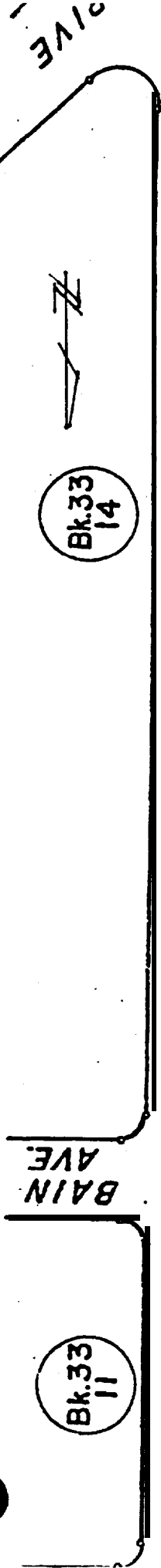
49

ROSES ONLY

32-05

COUNTY OF SANTA CRUZ
POR. RANCHO ARROYO DEL RODEO
N.E. 1/4 SEC. 21, T.11S., R.1W. M.D.B.&M. PROJECTED.

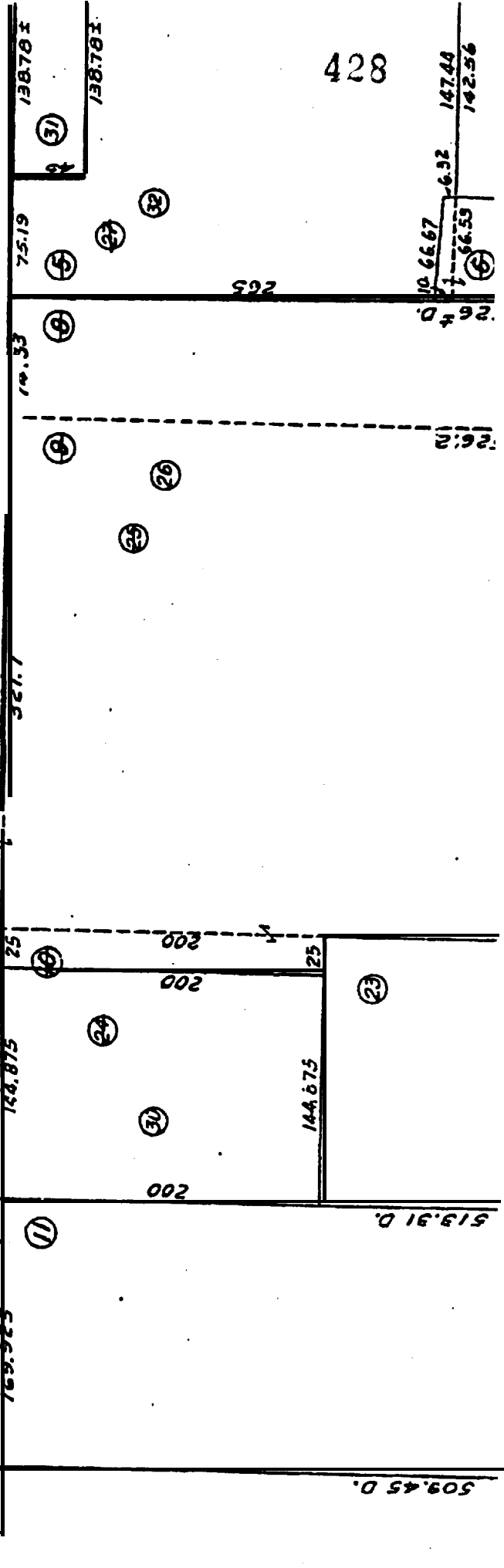
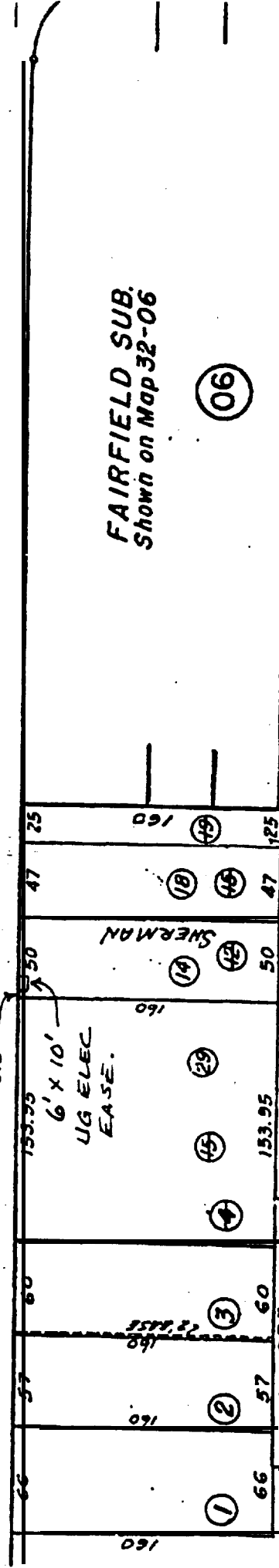
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FORTY - FIRST

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5-16-73

2404



COUNTY OF SANTA CRUZ

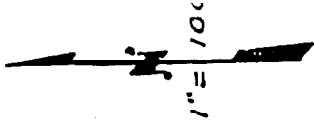
ANCHO ARROYO DEL RODEO)

21, T. 11 S., R. 1 W. M. D. B. & M. PROJECTED.

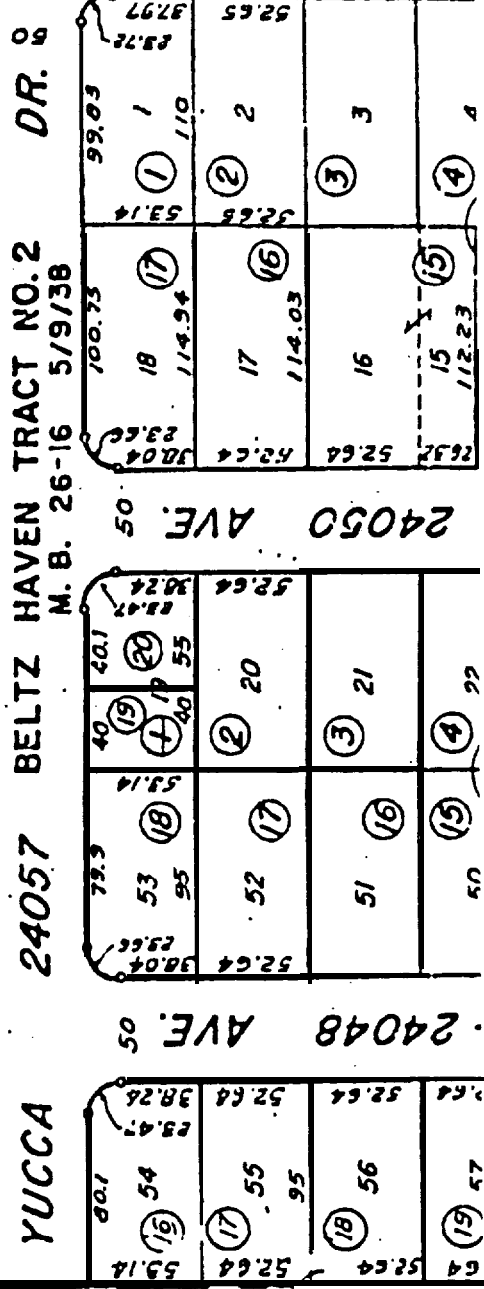
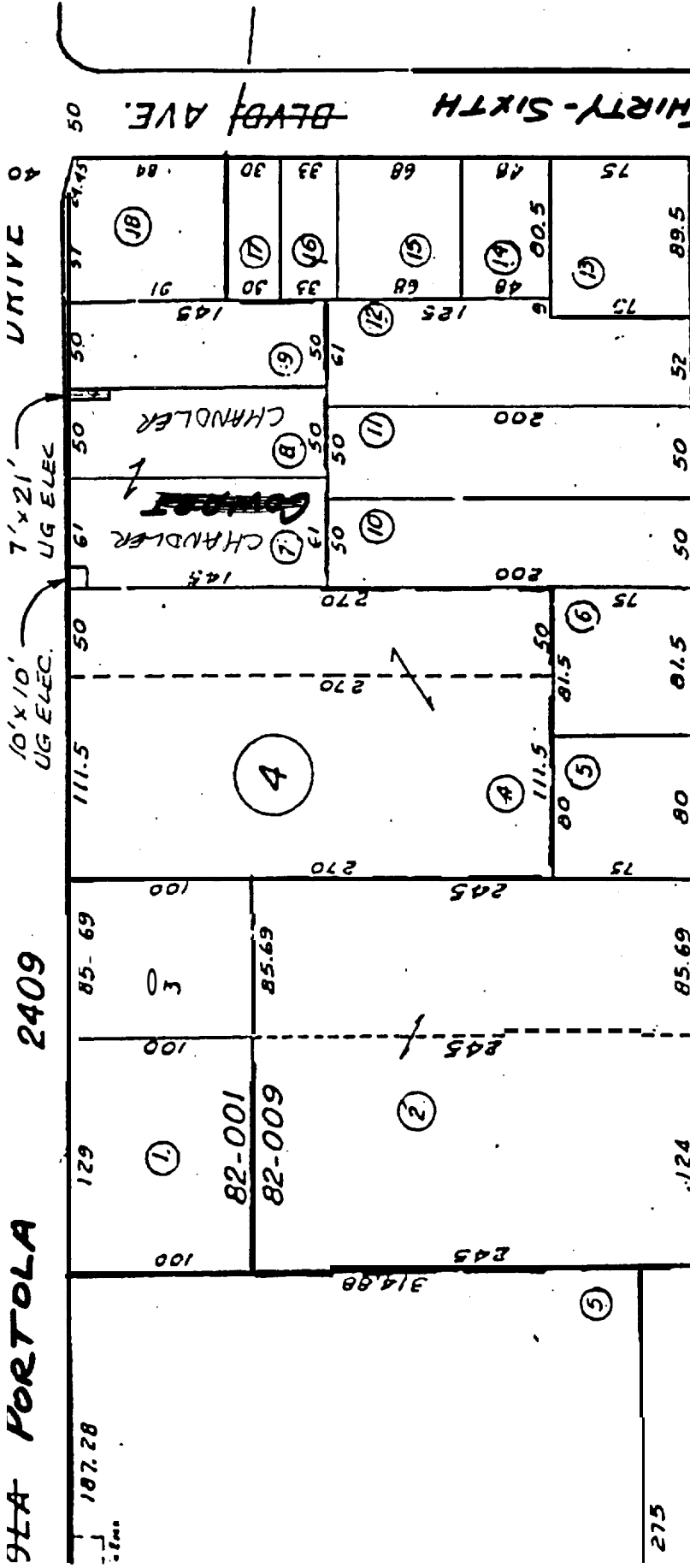
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Tax A1
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429



(08)

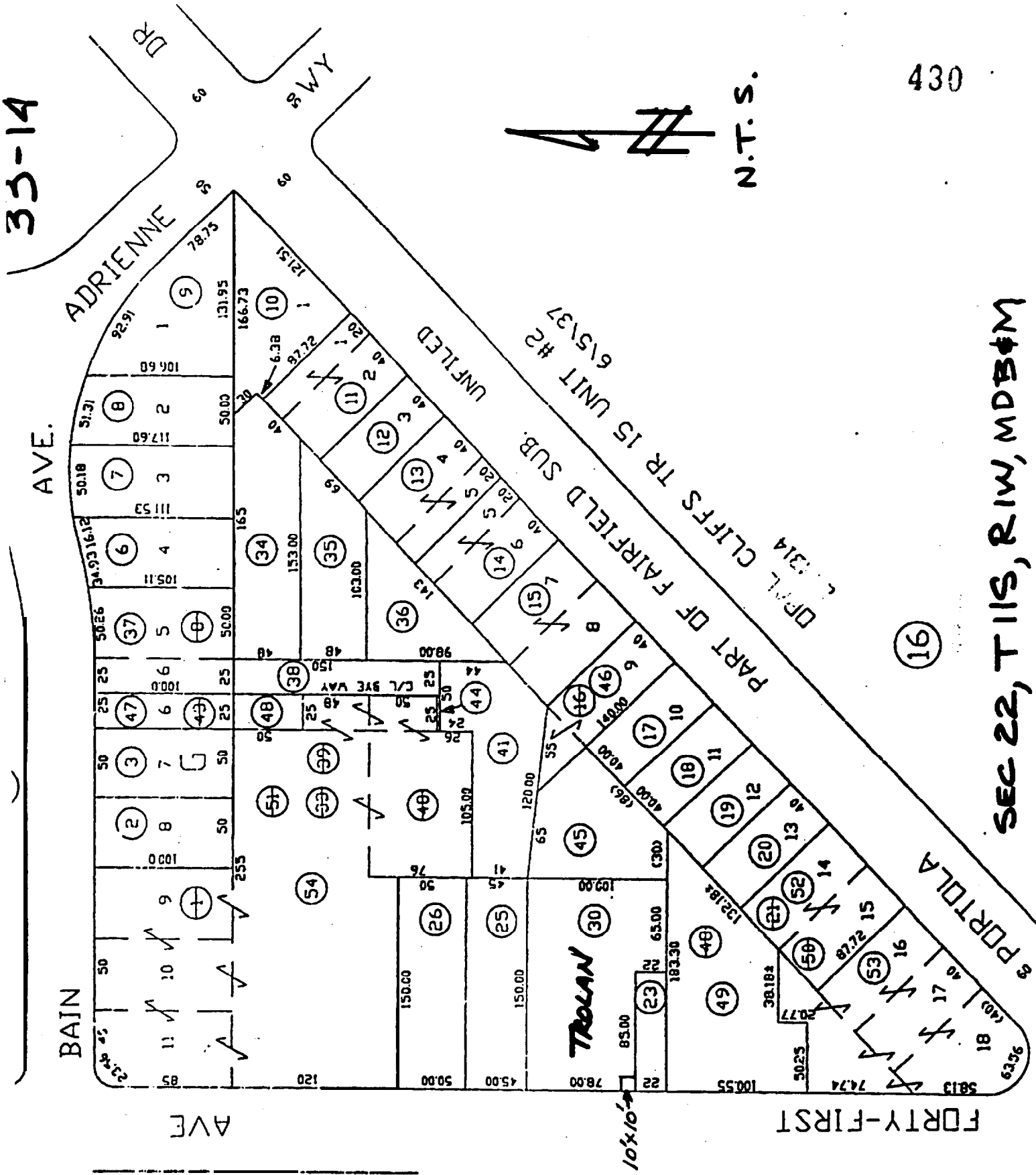
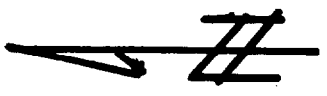
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69

33-14

430

N.T.S.



49

BK.32
05

BK.32
06

SEC 22, T11S, R1W, MDB#M