



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(631) 464-2331 FAX (631) 464-2366 TDD (631) 464-2123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER  
CHIEF REAL PROPERTY AGENT

AGENDA: MARCH 2, 1999

February 18, 1999

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

SUBJECT: HARPER COURT PEDESTRIAN BRIDGE PROJECT  
PROPERTY ACQUISITIONS

Members of the Board:

Included in the 1998/99 Redevelopment Agency budget are funds for the construction of Pedestrian Bridge and landscaping improvements on a dedicated parcel of land between two residential properties on Harper Court, and for the acquisition of the required property rights.

The attached two contracts provide for the acquisition of the necessary property rights from the subject parcels required for the completion of the above mentioned bridge project. The required property areas are located on either side of the dedicated property and will allow for access during construction of the bridge installation, along with related fencing and landscaping improvements that are included in this project (see attached map). 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.

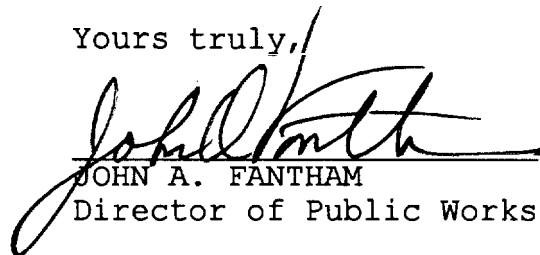
The funding for these acquisitions is being provided by the County's Redevelopment Agency. Redevelopment funds are being used because it has been determined that the improvements are of benefit to the project area, that no other reasonable means of financing the improvements are available to the community, 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  
Page -2-

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

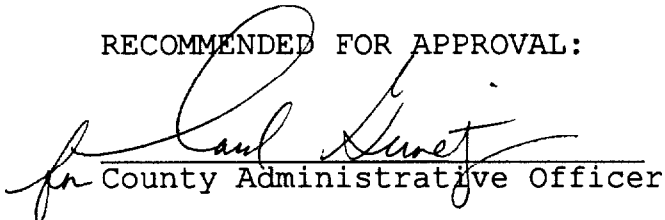
1. Determine that the acquisitions are of benefit to the project area or the immediate area in which the work is located, that no other reasonable means of financing the work are available to the community, that the work will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's five year implementation plan;
2. Adopt Resolution approving and accepting the terms and conditions of the agreements and authorize the Director of Public Works to sign said documents on the behalf of the County;
3. Approve payment of claims for the agreements.

Yours truly,

  
JOHN A. FANTHAM  
Director of Public Works

jsk  
Attachments

RECOMMENDED FOR APPROVAL:

  
County Administrative Officer

Copy to: Public Works  
Redevelopment  
Auditor-Controller  
Real Property  
County Counsel

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  
HARPER COURT PEDESTRIAN BRIDGE 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 agreements attached hereto and hereinafter referred to, and

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

WHEREAS, the Board of Supervisors of said County 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 County of Santa Cruz does hereby accept the terms of said agreements listed below:

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
026-181-56	Susan R. Pearce Timothy D. Mayo	\$400.00
026-181-57	Nicholas J. Brown Kerri L. Brown	\$250.00

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 agreements payable to the above listed Grantors in the amounts indicated above (out of Public Works Internal Service Fund, Subobject 3590, charged against Index No. 952277, 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 or Escrow company. 148

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

\_\_\_\_\_  
CHAIR OF SAID BOARD

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

Approved as to form:

*Samuel Tovar* 2/9/99  
\_\_\_\_\_  
Chief Assistant County Counsel

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

RSLUTN60.RDA

Property No.: 1

149

APN: 026-181-57

Nicholas J. Brown  
Kerri L. Brown  
(Sellers)

Project: Harper Court  
Pedestrian Bridge

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 2<sup>nd</sup> day of February, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Nicholas J. and Kerri L. Brown, 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 Temporary Construction Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 1125 Harper Court in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part hereof,

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

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of \$250.00 for the property or interest therein as conveyed by Temporary Construction Easement Deed within thirty (30) days after date title to said property 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.

4. 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, to construct the improvements for which the purpose of the deed is being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

5. 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, 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.

6. 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 on the inspection date of January 20, 1999.

7. 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.

8. 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

Nicholas J. Brown

Kerri L. Brown

APPROVED AS TO FORM:

By: Samuel Torres Jr. 2/9/99  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY

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

(SELLERS)

**EXHIBIT "A" BROWN**

APN 026-I 81-57

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

Being a portion of the land conveyed to Nicholas J. Brown and Kerri L. Brown, husband and wife, by that deed recorded August 15, 1997 in Official Records of Santa Cruz County at Serial Number 1997-0037136, and more particularly described as follows:

Being an easement for temporary construction access purposes over a portion of said land of Brown, and more particularly described as follows:

Being a strip of land 4.00 feet in width, the southerly line of which is the northerly line of the 10.00 wide pedestrian walkway and storm drain easement shown on that parcel map recorded July 17, 1996 in Volume 54 of Parcel Maps at Page 19, Santa Cruz County Records.

Containing 368 square feet, more or less.

CDR:cdr

Property No.: 2APN: 026-181-56

Susan R. Pearce  
Timothy D. Mayo  
 (Sellers)

Project: Harper Court  
Pedestrian Bridge

CONTRACT  
 COUNTY OF SANTA CRUZ

This contract is entered into this 27<sup>th</sup> day of JANUARY, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Susan R. Pearce and Timothy D. Mayo, 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 **Temporary Construction Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 1124 Harper Court in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part hereof,

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

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of **\$400.00** for the property or interest therein as conveyed by **Temporary Construction Easement Deed** within thirty (30) days after date title to said property 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.



4. 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, to construct the improvements for which the purpose of the deed is being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

5. 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, 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.

6. 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 on the inspection date of January 20, 1999.

7. 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.

8. 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

Susan R. Pearce  
Susan R. Pearce

Timothy D. Mayo  
Timothy D. Mayo

APPROVED AS TO FORM:

By: Samuel Torres, Jr. 2/1/99  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY

By: John A. Fantham  
JOHN A. FANTHAM  
Director of Public Works

(SELLERS)

PEARCE and MAYO

APN 026-I 8 I-56

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

Being a portion of the land conveyed to Susan R. Pearce and Timothy D. Mayo, wife and husband, by that deed recorded March 25 1997 in Official Records of Santa Cruz County at Serial Number 1997-0012939, and more particularly described as follows:

Being an easement for temporary construction access purposes over a portion of said land of Pearce and Mayo, and more particularly described as follows:

Being a strip of land 4.00 feet in width, the northerly line of which is the southerly line of the 10.00 wide pedestrian walkway and storm drain easement shown on that parcel map recorded July 17, 1996 in Volume 54 of Parcel Maps at Page 19, Santa Cruz County Records.

Containing 476 square feet, more or less.

CDR:cdr

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