

DEPARTMENT OF  
PUBLIC WORKS

## COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

FAX (408) 454-2385

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

AGENDA: March 16, 1999

March 4, 1999

## SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060SUBJECT: SOQUEL- SAN JOSE ROAD **SLIPOUT** REPAIR PROJECT - PM 8.95  
LAKE - APN: 096-2 11-O 1

## Members of the Board:

Included in the 1998/99 Public Works budget are **funds** for the construction of road repairs on Soquel-San Jose Road at milepost 8.95 and for the acquisition of the required right-of-way.

The attached contract provides for the acquisition of the necessary easement along the front of the subject parcel required for the completion of the above mentioned road project. All of the required right-of-way is located along the Soquel-San Jose Road frontage and will allow for the construction of a new underground drain to stabilize the roadbed (see attached map). The settlement amount for the property interest acquired is shown in the attached Resolution and is based on a departmental appraisal. This amount is considered fair and reasonable for the real property interest being acquired and represents the fair market value for such property interest.

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

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

Yours truly,

JOHN A. FANTHAM  
Director of Public Works

pap  
Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer  
Copy to: Public Works 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  
SOQUEL- SAN JOSE ROAD **SLIPOUT** REPAIR PROJECT - PM 8.95  
LAKE - APN: 096-211-o

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 interest described in the Contract attached hereto and hereinafter referred to, and

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

WHEREAS, the Board of Supervisors of said County hereby finds the Articles of said Contract to be fair and reasonable consideration for the acquisition of said real property interest;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the County of Santa Cruz does hereby accept the terms of said Contract listed below:

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
096-21 1-01	Richard Lake	\$1,000.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of claim for the above listed contract payable to the above listed Grantor in the amount indicated above, out of Public Works Internal Service Fund, Subobject 3595, charged against Index No. 933742, User Code **P00304**, for the purchase of said property interest 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 Grantor.

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

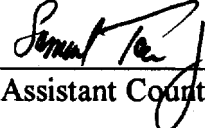
NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chair of said Board

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

Approved as to form:

 3/2/99  
\_\_\_\_\_  
Assistant County Counsel

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

Richard Lake  
(SELLERS)

Property No.: 1  
APN: 096-211-01  
Project: SOQUEL-SAN JOSE ROAD  
**SLIPOUT** REPAIR PROJECT  
PM 8.95 DAF #CSC-Scr-006-O

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 **RICHARD LAKE**, 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 the property located on Soquel-San Jose Road in the County of Santa **Cruz** (APN **096-211-01**), 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 document 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** 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.

(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 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 escrow, 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. 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&, will be the same as the condition of said property on December 15, 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 \_\_\_\_\_ 1999; and the SELLERS have executed this agreement as of the 24<sup>th</sup> day of February, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Richard A. Lake  
Richard Lake

APPROVED AS TO FORM:

By: Samuel Torres Jr. 3/2/99  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY

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

(SELLERS)

SOQUEL/SAN JOSE ROAD STORM DAMAGE REPAIR - P.M. 8.95  
LEGAL DESCRIPTION FOR EASEMENT ACQUISITION

PARCEL 1

PERMANENT DRAINAGE EASEMENT FOR **THE** PURPOSES OF **ROAD**  
CONSTRUCTION & MAINTENANCE

Being situated in the North  $1/2$  of Section 35, Township 9 South, Range 1 West, MDB & M, in the County of Santa Cruz, State of California; and being also a portion of the lands conveyed by deed to Pearl Arcilla Sears Lake, filed for record on August 21, 1942, in Volume 431 at Page 397, Official Records of Santa Cruz County, State of California; and more particularly described as follows:

Commencing at a point on the northerly boundary of the Soquel/San Jose Road right-of-way marked by a  $1/2$ " iron pipe (no tag), and also being a point on the southerly boundary of the above referenced parcel, said point bearing approximately 90 feet. southeast from the intersection of the southerly right-of-way boundary of Morrell Road and the northerly right of way boundary of Soquel-San Jose Road; thence from said point proceeding along the northerly right-of-way of Soquel-San Jose Road through the following courses: South  $62^{\circ}56'00''$  East, 120.53 feet more or less to a  $1/2$ " iron pipe (no tag); thence, along a curve concave to the north with a radius of 969.19 feet., through a central angle of  $02^{\circ}01'43''$ , and a. length of 34.32 feet., to the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING, North  $21^{\circ}59'36''$  East, a distance of 75.25 feet; thence, South  $68^{\circ}00'24''$  East, a distance of 10.00 feet; thence, South  $21^{\circ}59'36''$  West, a distance of 75.75 feet; thence, along said Northerly Right of Way of Soquel-San Jose Road, in a northwesterly direction back to the TRUE POINT OF BEGINNING.

Containing an area of 755.4 square feet, more or less.

APN 096-211-01

civ/Shawn Deyhim

Richard Lake  
(SELLERS)

Property No.: 1  
APN: 096-211-01  
Project: SOQUEL-SAN JOSE ROAD  
**SLIPOUT** REPAIR PROJECT  
PM 8.95 DAF #CSC-ScR-006-0

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1. Covenants, conditions restrictions and reservations of record, if any,
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## RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Richard A. Lake  
Richard Lake

## APPROVED AS TO FORM:

By: Samuel Torres, Jr. 3/2/99  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY

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

(SELLERS)



