



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, **ROOM 410**, SANTA CRUZ, CA 966604070
(831) 4643331 FAX (831) 464-2386 TDD (831) 4643123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: June 8, 1999

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

May 26, 1999

SUBJECT: SOQUEL CREEK BRIDGE ON SOQUEL DRIVE SEISMIC RETROFIT PROJECT,
SOQUEL - APN 030-091-10, 030-153-27 & 030-082-32

Members of the Board:

Included in the 1998/99 Public Works Budget are funds for the acquisition of temporary construction easements required for the seismic retrofit project for the Soquel Creek bridge on Soquel Drive.

The attached three contracts provide for the acquisition of the necessary easements along the front of the subject parcels required for the completion of the above mentioned project. All of the required temporary right-of-way is necessary to complete the bridge upgrades (see attached maps). The settlement amounts for the property interests acquired are shown in the attached resolution and are based on departmental appraisals. These amounts are considered fair and reasonable for the real property interests being acquired and represent the fair market value of said interests.

It is therefore 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.

Yours truly,

JOHN A. FANTHAM
Director of Public Works

scl
Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

Copy to: Public Works Department, County Counsel, Auditor Controller

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 CREEK BRIDGE/SOQUEL DRIVE SEISMIC RETROFIT 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 an Easement Deeds conveying said real property interests to County, 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>
030-091-10	Daniel O. Page	\$250.00
030-153-27	Howard Watts	\$250.00
030-082-32	Gregory L. Cramblit	\$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 contracts payable to the above listed Grantors in the amounts indicated above, out of Public Works Internal Service Fund, Subobject 3590, charged against CAMS Index No. 40208, 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:

497

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

Chair of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

Samuel T. [Signature] 5/18/95
Chief Assistant County Counsel

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

(SELLER)

PROJECT: SOQUEL DRIVE BRIDGE
SEISMIC RETROFIT PROJECT-STPLZ
5936 (036) -#36C-0078

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 199__, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DANIEL 0. PAGE, hereinafter called SELLER. 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. SELLER agrees to execute and deliver a document in the form of an Easement Deed covering the property located at 4831 Soquel Drive, Soquel (APN 030-091-10), more particularly described in Exhibit "A", attached hereto and made a part hereof, and a (W-9) Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY OF SANTA CRUZ, State of California.

3. The COUNTY shall:

(A) Pay the undersigned SELLER the sum of \$250.00 for the property interest therein (including all improvements existing thereon unless removal is specifically **authorized** hereinafter in this Contract) as conveyed by Easement Deed after date title to said property interest vests in the COUNTY, free and clear of all liens, encumbrances, assessments, 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. 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. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

5. It is understood and agreed that the County of Santa Cruz shall leave the premises in a clean and orderly condition and that any existing improvements located on the Grantor's property that

may have been disturbed or removed during the course of the work will be restored or replaced in a condition equal to, or better than the before condition. 499

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 6th day of May, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

By: Samuel Torres 5/18/99
SAMUEL TORRES, JR.
Chief Assistant County Counsel

Daniel O. Page
Daniel O. Page

COUNTY

By: _____

JOHN A. FANTHAM
Director of Public Works

APN 030-091-10

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF PARCEL CONVEYED TO DANIEL O. PAGE BY DEED RECORDED ON JULY 16, 1985, IN BOOK 3858 ON PAGE 279, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL IN A EASTERLY DIRECTION, A DISTANCE OF 90 FEET; THENCE, PERPENDICULAR TO SAID LINE IN A NORTHERLY DIRECTION, A DISTANCE OF 20 FEET; THENCE, PARALLEL TO SAID SOUTHERLY BOUNDARY IN AN WESTERLY DIRECTION, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY OF SAID PARCEL; THENCE, ALONG LAST SAID WESTERLY BOUNDARY IN A SOUTHERLY DIRECTION, A DISTANCE OF 21 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING AN AREA OF 1700 SQUARE FEET; MORE OR LESS.

Howard Watts, Trustee

Property No.: N/A

APN: 030-153-27

501

(SELLER)

PROJECT: SOQUEL DRIVE BRIDGE
SEISMIC RETROFIT PROJECT-STPLZ
5936 (036) -#36C-0078

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 199__, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and HOWARD WATTS, TRUSTEE, hereinafter called SELLER. 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. SELLER agrees to execute and deliver a document in the form of **an Easement Deed** covering the property located at 4770 Soquel Drive, Soquel (APN 030-153-27), more particularly described in Exhibit "A", attached hereto and made a part hereof, and a (W-9) Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY OF SANTA CRUZ, State of California.

3. The COUNTY shall:

(A) Pay the undersigned SELLER the sum of \$250.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by Easement Deed after date title to said property interest vests in the COUNTY, free and clear of all liens, encumbrances, assessments, 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. 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. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

5. It is understood and agreed that the County of Santa Cruz shall leave the premises in a clean and orderly condition and that any existing improvements located on the Grantor's property that

may have been disturbed or removed during the course of the work will be restored or replaced in a condition equal to, or better than the before condition.

(502

6. It is understood and agreed that the County of Santa Cruz does not have permission to access the creek or to bring men, vehicles or equipment over the paved parking area adjacent of Soquel Creek. The County is liable for any and all damage done to the parking area and retaining wall at this location.

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 199____; and the SELLERS have executed this agreement as of the 5th day of May, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Howard Watts
Howard Watts, Trustee

By: Samuel Torres 5/18/99
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

APN 030-153-27

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF PARCEL CONVEYED TO HOWARD WATTS TRUSTEE BY DEED RECORDED ON MARCH 19, 1993, IN BOOK 5224 ON PAGE 159, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL IN A WESTERLY DIRECTION, A DISTANCE OF 25 FEET; THENCE, PERPENDICULAR TO ABOVE MENTIONED LINE IN A SOUTHERLY DIRECTION A DISTANCE OF 20 FEET; THENCE, PARALLEL TO THE NORTHERLY BOUNDARY OF SAID PARCEL IN THE EASTERLY DIRECTION, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID PARCEL; THENCE, ALONG LAST MENTIONED EASTERLY BOUNDARY IN A NORTHERLY DIRECTION, A DISTANCE OF 25 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING AN AREA OF 450 SQUARE FEET, MORE OR LESS.

Gregory L. Cramblit

Property No.: N/A

APN: 030-082-32

504,

(SELLER)

PROJECT: SOQUEL DRIVE BRIDGE
SEISMIC RETROFIT PROJECT-STPLZ
5936 (036) -#36C-0078

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this _____ day of _____, 199__, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GREGORY L. CRAMBLIT, hereinafter called **SELLER**. 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. SELLER agrees to execute and deliver a document in the form of an **Easement Deed** covering the property located at 4771 Soquel Drive, Soquel (APN 030-082-32), more particularly described in Exhibit "A", attached hereto and made a part hereof, and a (W-9) Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY OF SANTA CRUZ, State of California.

3. The COUNTY shall:

(A) Pay the undersigned SELLER the sum of \$250.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by Easement Deed after date title to said property interest vests in the COUNTY, free and clear of all liens', encumbrances, assessments, 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.~~

GC.W/A
JCL 5/3/99

(B) Pay all escrow and recording fees incurred in this transaction. 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. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

5. It is understood and agreed that the County of Santa Cruz shall leave the premises in a clean and orderly condition and that any existing improvements located on the Grantor's property that

may have been disturbed or removed during the course of the work will be restored or replaced in a condition equal to, or better than the before condition. 505.

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 199____, and the SELLERS have executed this agreement as of the 3rd day of MAY, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

By: Samuel Torres Jr. 5/18/99
SAMUEL TORRES, JR.
Chief Assistant County Counsel

Gregory L. Cramblit
Gregory L. Cramblit

-COUNTY

By: _____

JOHN A. FANTHAM
Director of Public Works

APN 030-082-32

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF PARCEL CONVEYED TO GREGORY L. CRAMBLIT BY DEED RECORDED ON APRIL 21, 1994, IN BOOK 5492 ON PAGE 578, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL IN A WESTERLY DIRECTION, A DISTANCE OF 50 FEET; THENCE, PERPENDICULAR TO SAID LINE IN A NORTHERLY DIRECTION, A DISTANCE OF 20 FEET; THENCE, PARALLEL TO SAID SOUTHERLY BOUNDARY IN AN EASTERLY DIRECTION, A DISTANCE OF 57 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID PARCEL; THENCE, ALONG LAST SAID EASTERLY BOUNDARY IN A SOUTHERLY DIRECTION, A DISTANCE OF 21 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING AN AREA OF 1070 SQUARE FEET, MORE OR LESS.

FOR TAX PURPOSES ONLY

POR. RANCHO ARROYO D E

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

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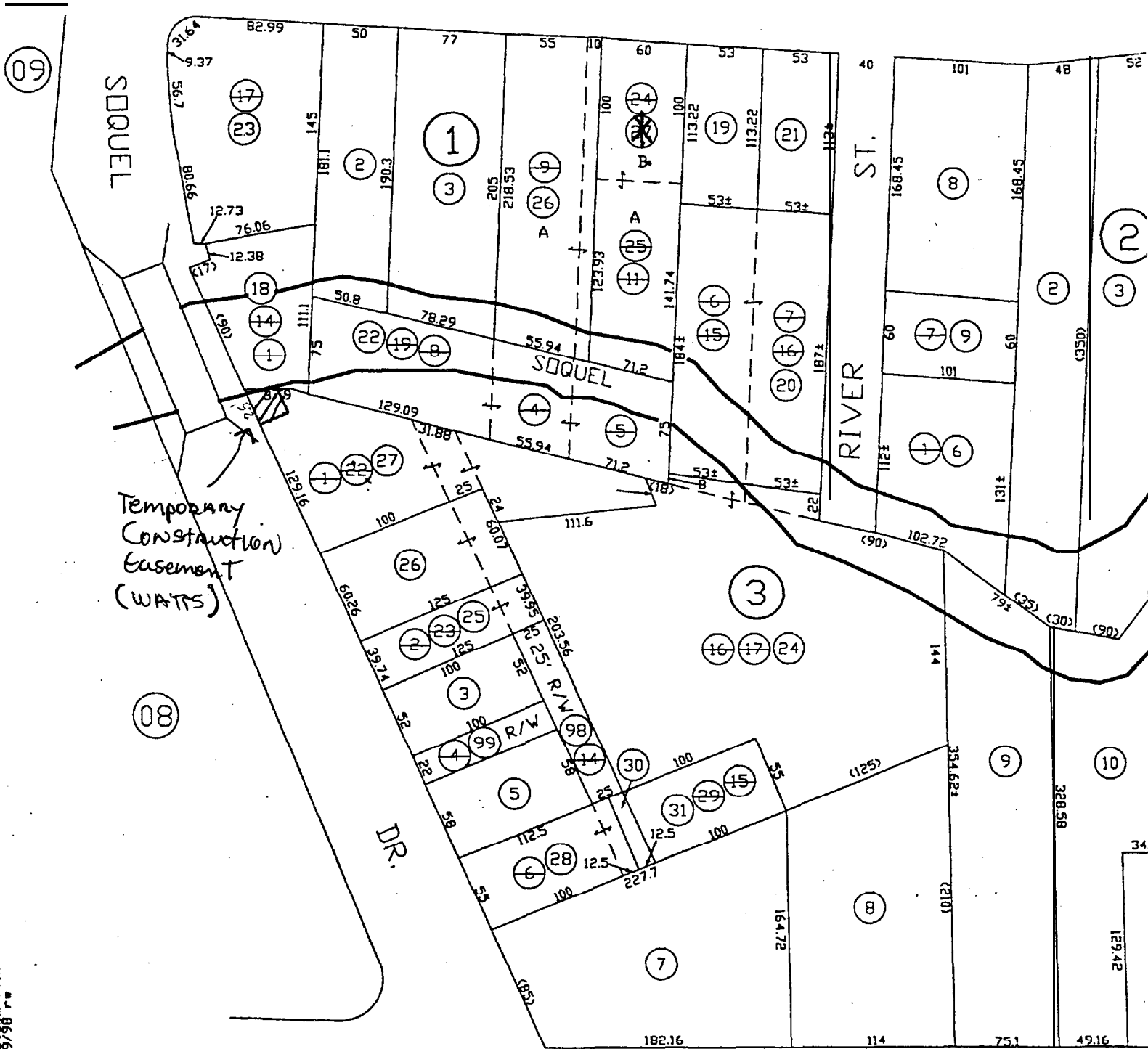
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507

21PM43
6/10/76

92RS14
2/11/97

MAIN



PORTER

14

Note - Assessor's 59
Lot Numbers Sh

RANCH

Tax Area Code

30-09

., M.D.B. & M

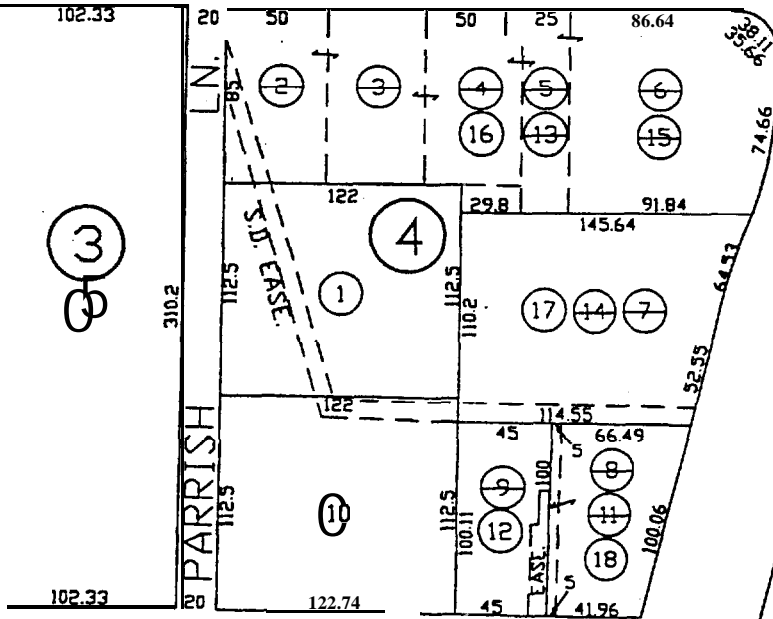
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1/7/74

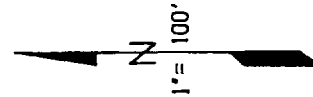
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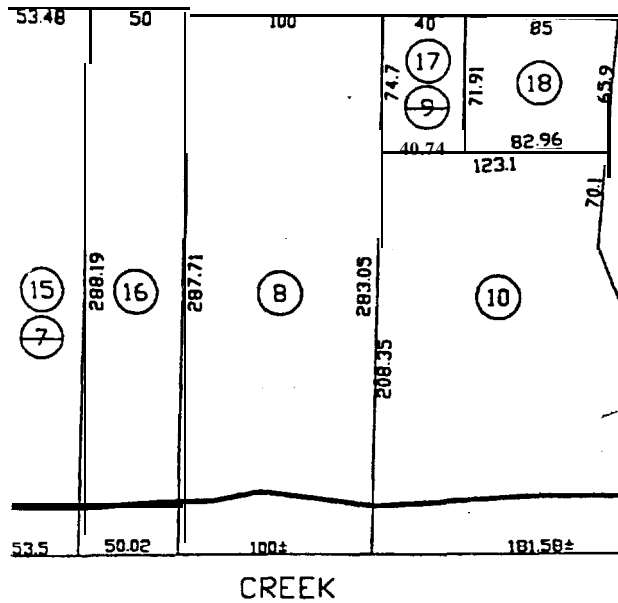


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ST.

66



25 15

Temporary Construction
Easement
(PAGE)

l Rancho
o Arroyo Del Rodeo

80RS13
3/28/89

l Block &
wn in Circles.

Assessor's Map No. 30-09
County of Santa Cruz, Calif
September, 1998

DEL RODEO
M.D.B. & M.

Tax Area Code
96-006

30-08

509

120
CREEK

142±

156.84
145

136.45

161.84
115.1

46.74
5.22
25.9

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11/17/76

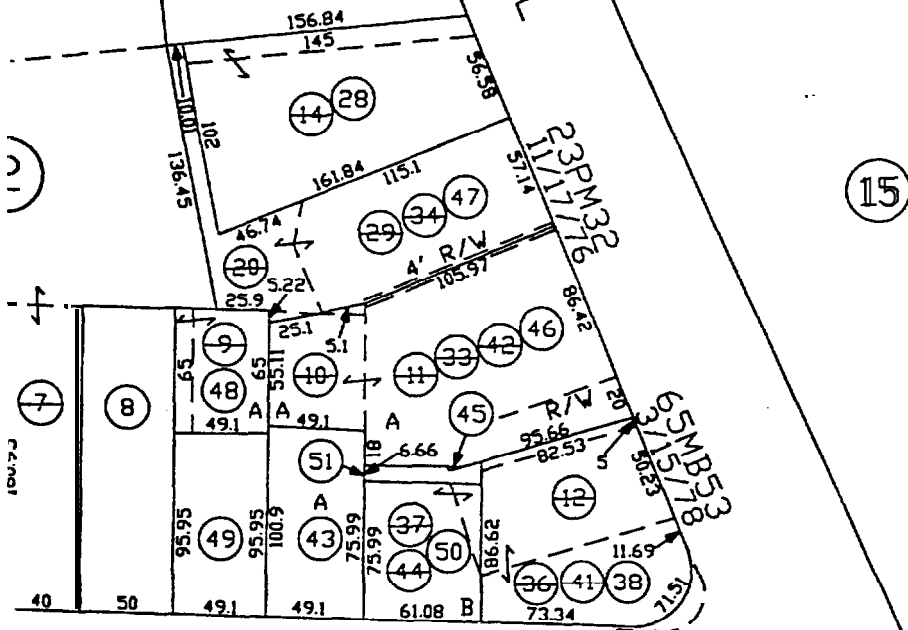
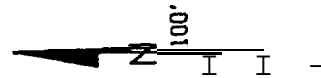
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4' R/W

105.97

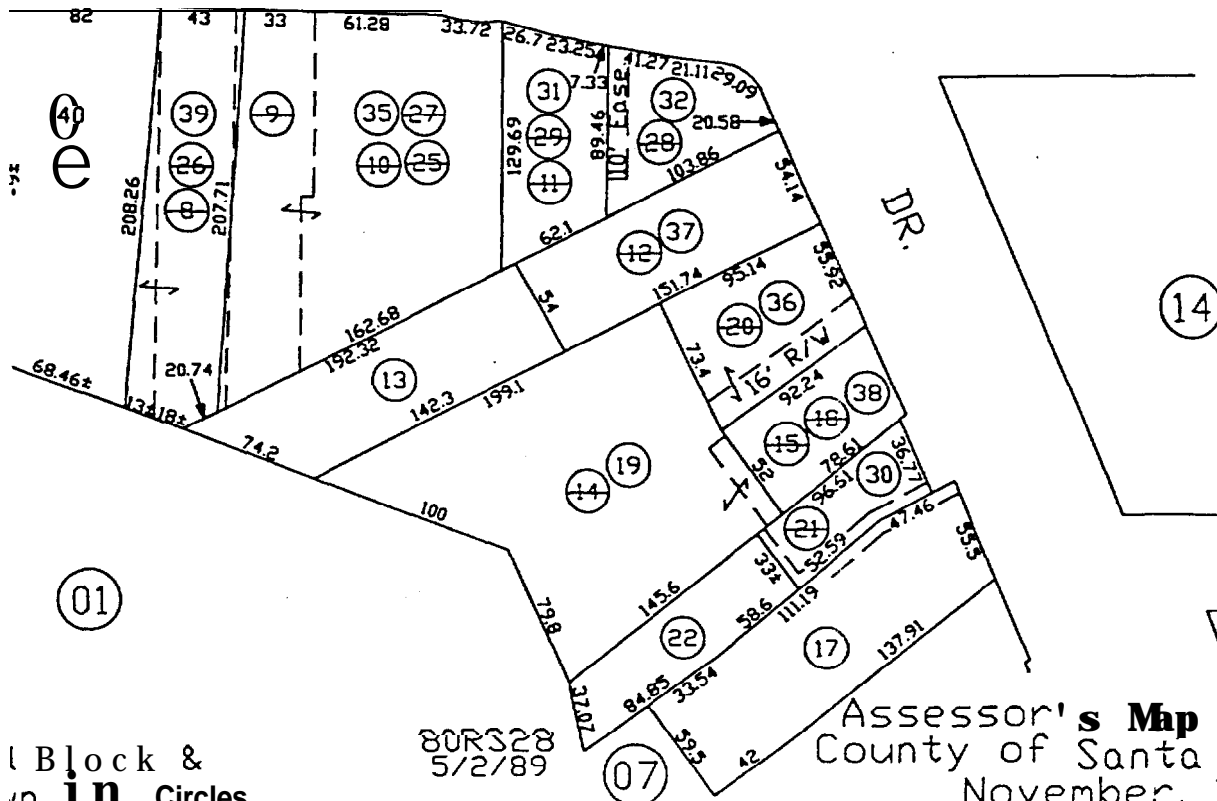
Temporary
Construction
Basement
(CRAMBIT)



13
/86

4MB3
9/17/71

ST.



Block &
in Circles.

80R328
5/2/89

Assessor's Map No. **30-08**
County of Santa Cruz, Calif.
November, 1997

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