



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(631) 4642331 FAX (831) 454-2386 TDD (831) 4643123

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: June 22, 1999

June 10, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TROUT GULCH ROAD IMPROVEMENT PROJECT - AT CATHEDRAL DRIVE, APTOS
APN 041-021-04

Members of the Board:

Included in the 1998/99 Public Works budget are funds for road improvements to Trout Gulch Road, between Valencia Street and Quail Run Road in Aptos, and the purchase of necessary property rights including road right of way over the above mentioned parcel. Funding for this acquisition is being provided by Aptos Road and Traffic Improvement fees.

The attached contract provides for the acquisition of the necessary property rights (as shown on the attached maps) from the subject parcel required for the completion of the above road improvement project. The settlement amount for the property interests acquired is shown on the attached resolution and is based on a departmental appraisal. Adoption of the attached resolution will complete the property transactions necessary for the project and eliminate the need for County Counsel to proceed with eminent domain proceedings authorized on June 8, 1999.

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

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

jsk
Attachments

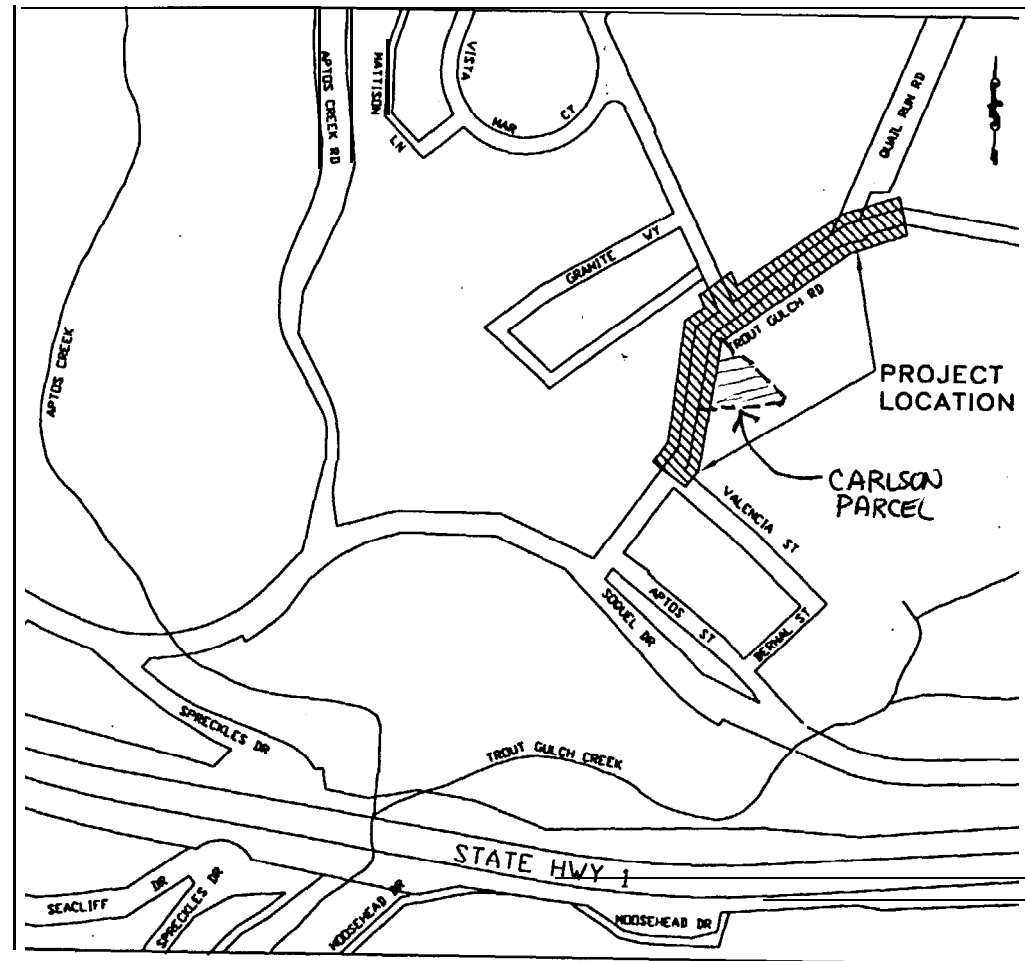
Yours truly,

RECOMMENDED FOR APPROVAL:

County Administrative Officer

JOHN A. FANTHAM
Director of Public Works

46 TROUT GULCH ROAD IMPROVEMENTS VALENCIA STREET TO QUAIL RUN ROAD



VICINITY MAP

NOT TO SCALE

96

TRout Gulch Road

S08°35'00"W 60.00'

39.99'

21.01'

N22°57'53"E

18.78'

AREA TO BE ACQUIRED
49 ± SF.

POINT OF BEGINNING

CARLSON.

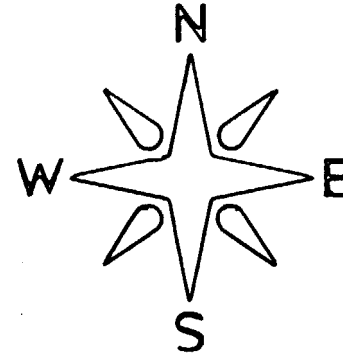
APN 041-021-04

N49°15'00"W 81.50'

86.99'

N89°57'00"E

75.40'



PARCEL, AS DESCRIBED IN
DEED, DOES NOT CLOSE

DESCRIPTION COMMENCES HERE

425

426

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
TROUT GULCH ROAD IMPROVEMENT PROJECT - APNS 041-021-04

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 agreement attached hereto and hereinafter referred to, and

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

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

(Portion of)

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
041-021-04	Kenneth Carlson	\$5,050.00

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 Grantor in the amount indicated above out of the Public Works Internal Service Fund, Subobject 345 1, charged against CAMS Index No. 40088 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 into the escrow account named above.

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

ATTEST: _____
Clerk of said Board

Chairperson of said Board

Approved as to form:

D. McRae 6-9-99
Assistant County Counsel
Distribution: County Counsel
Public Works
Auditor Controller

RSLUTN64.TGR

Property No.: BAPN: 041-021-04Kenneth G. Carlson

(Sellers)

Project: Trout Gulch Road
Improvement ProjectCONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Kenneth G. Carlson 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 a **Grant Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 420 Trout Gulch Road 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 **\$5,050.00** for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by **Grant 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. SELLERS agree to indemnify, defend, and hold harmless the COUNTY from and against any claim, action, suit, proceeding, loss, cost, damage, deficiency, fine, penalty, liability, or expense (including without limitation, attorney's fees), arising out of any of the following matters in, on, or about the Property occurring during SELLERS ownership of the Property:

(A) The release, use generation, discharge, storage, disposal, or transportation of any Hazardous Materials, or

(B) The violation of any statute, ordinance, order, rule, regulation, permit, judgement, or license relating to the release, use generation, discharge, storage, disposal, or transportation of any Hazardous Materials.

The term "Hazardous Materials" shall mean any substance, material, or waste which is regulated by any governmental authority, including, but not limited to, any material or substance which is defined as a "hazardous substance", "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" in the California Health and Safety Code.

The purchase of the Property shall not be construed as limiting SELLER's responsibility and/or the COUNTY's rights concerning hazardous materials discovered before or after purchase of the Property.

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, to construct the improvements for which the purpose of the deed is being granted including removal of fencing on the larger parcel if necessary. It is understood and agreed that the premises will be left in a clean and orderly condition.

6. 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.

7. 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, April 1, 1999.

8. 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.

9. 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 SELLERS
have executed this agreement as of the _____ day of _____, 1999.

RECOMMENDED FOR APPROVAL

By: _____
SCOTT LOICHINGER
Chief, Real Property Division

Kenneth G. Carlson

APPROVED AS TO FORM:

By: D. McRae 6-9-99
Dana McRae
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

D:\WPW\TROUT_GL\CONTRACT.B

EXHIBIT 'A'

Legal description of additional right of way for the Trout Gulch Road Improvement Project.

Parcel One

Situated in the County of Santa **Cruz**, State of California

Being a part of the parcel of land conveyed by deed to Fred W. and Elma C. Toney, filed for record December 29, 1978 in Volume 3003, Page 525, Santa Cruz County Records and more particularly described as follows:

Commencing at a point at the most southerly corner of lands conveyed to A. E. Perkins by deed recorded October 29, 1904 in Volume 157, Page 334, Official Records of Santa Cruz County; thence along the southwesterly line of said land, North $49^{\circ}15'$ West, 81.50 feet to the point of beginning; thence continuing on the southwesterly line of said land of Perkins, North $49^{\circ}15'$ West, 5.49 feet to a point, said point being on the easterly right of way line of Trout Gulch Road; thence South $08^{\circ}35'$ West, 21.01 feet along the easterly right of way line of Trout Gulch Road to a point; thence leaving the easterly right of way line of Trout Gulch Road, North $22^{\circ}57'53''$ East, 18.78 feet to the point of beginning.

Containing 49 square feet more or less.

APN 041-021-04