

# County of Santa Cruz <sup>381</sup>

## DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2331 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHTINGER  
CHIEF REAL PROPERTY AGENT

AGENDA: AUGUST 3, 1999

July 22, 1999

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

SUBJECT: PORTOLA DRIVE AND 41ST AVENUE ROAD IMPROVEMENT PROJECT

Members of the Board:

Included in the 1999/2000 Public Works Budget are funds for the construction of road improvements on Portola Drive and 41st Avenue and for the acquisition of the required easements and rights-of-entry.

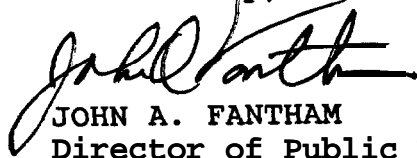
The attached 24 contracts provide for the acquisition of the necessary easements and temporary access rights along the front of the subject parcels required for the completion of the above mentioned road project. All of the required property areas are located along the Portola Drive or 41st Avenue frontage and will allow for the installation of new sidewalks, retaining walls, drainage facilities, bus shelters and other roadside improvements (see attached maps). 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.

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.

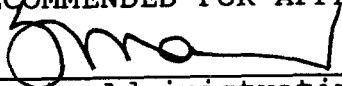
Yours truly,

  
JOHN A. FANTHAM  
Director of Public Works

pap

Attachments

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
County Administrative Officer

Copy to: Public Works Department  
Redevelopment 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  
PORTOLA DRIVE & 41ST AVENUE ROAD IMPROVEMENT 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 contract documents attached hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interests have or will execute and deliver a deed or right-of-entry document 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>
028-091-05	Albert Vieira & Catherine Vieira	\$350.00
028-401-15	Frances Turner	\$600.00
032-032-53	Mike Edmonds & Dolores Edmonds	\$100.00
032-032-48	Sven Geffken & Donna M. Geffken	\$600.00
032-032-47	Jeanne Simari	\$100.00
028-202-25	Lissner Properties, Inc	\$100.00
032-075-05	Elena Aspromonte	\$600.00
032-074-01	David Olingy & Paul Gallus	\$600.00
032-074-03	Bob Yien	\$350.00
032-074-04	Fred Rancour & Retha Rancour	\$600.00
032-074-07	Brian J. Chandler & Carol J. Chandler	\$350.00
032-074-09 & 18	Romolo Pecora & Maria G. Pecora	\$600.00

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
032-041-68	William D. Dettle & Robert E. Dettle	\$600.00
032-051-22	Noah Brustin	\$3,181.00
'032-051-32	Harry L. Jenkins	\$850.00
032-051-31	Richard H. Novak	\$350.00
032-061-14	Richard H. Novak	\$100.00
032-062-13	Anthony Cox	\$100.00
032-061-13	Robert N. Rudolph	\$600.00
032-082-39	Frank Vitale & Frances Vitale	\$350.00
032-081-55	Gloria J. Mitchell McCaslin	\$100.00
032-091-39	M. Phyllis Wagner & Kenneth Harper DeFrees	\$200.00
033-141-23	William F. O'Neill & Dana M. O'Neill	\$500.00
032-082-40	Mitchell Conard & Yong Jiung Conard	\$100.00

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 the Public Works Internal Service Fund, Sub-object 3451, charged against CAMS Index No. 40091, 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:

*D. McRae 7. 2009*  
\_\_\_\_\_  
Assistant County Counsel

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

FOR TAX PURPOSES ONLY

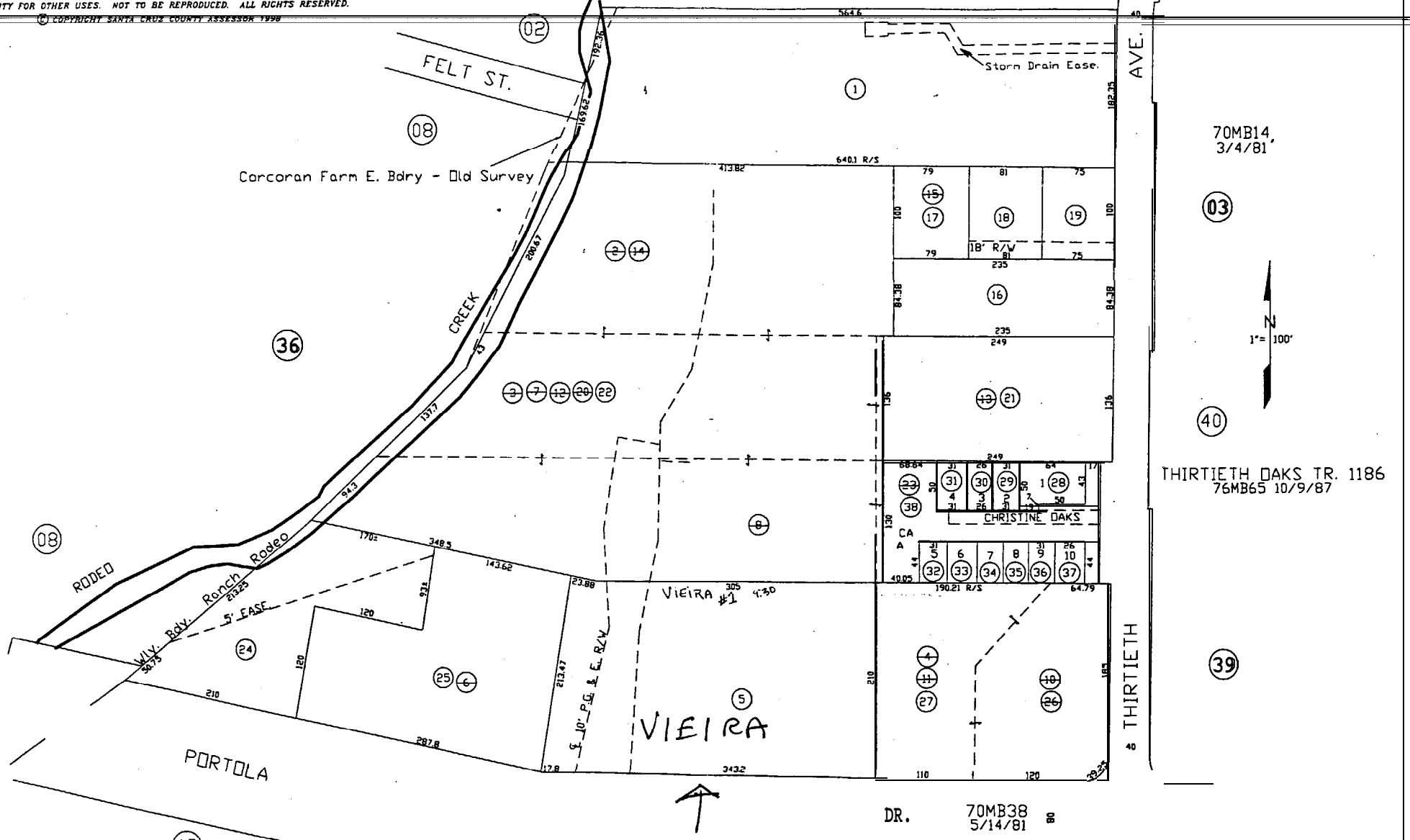
THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.

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POR. RANCHO ARROYO DEL R O D E O  
N.W. 1/4 SEC. 21, T.11S, R.1W, M.D.B. & M. (U3)

Tax Area Code  
82=U4U

28-09



Electronically Redrawn 8/18/98 r\*

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 28-09  
County of Santa Cruz, Calif.  
August, 1998

51

385

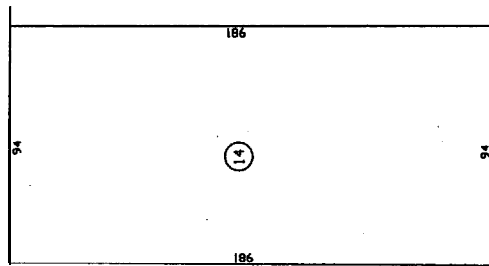
51

FOR TAX PURPOSES ONLY FOR RANCHO

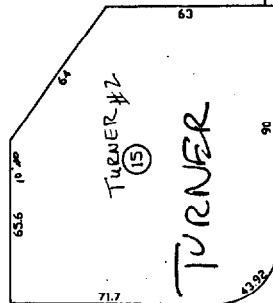
SECS. 16 & 21,

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20



PORTOLA DR

THIRTY-SECOND

FOR TAX PURPOSES ONLY

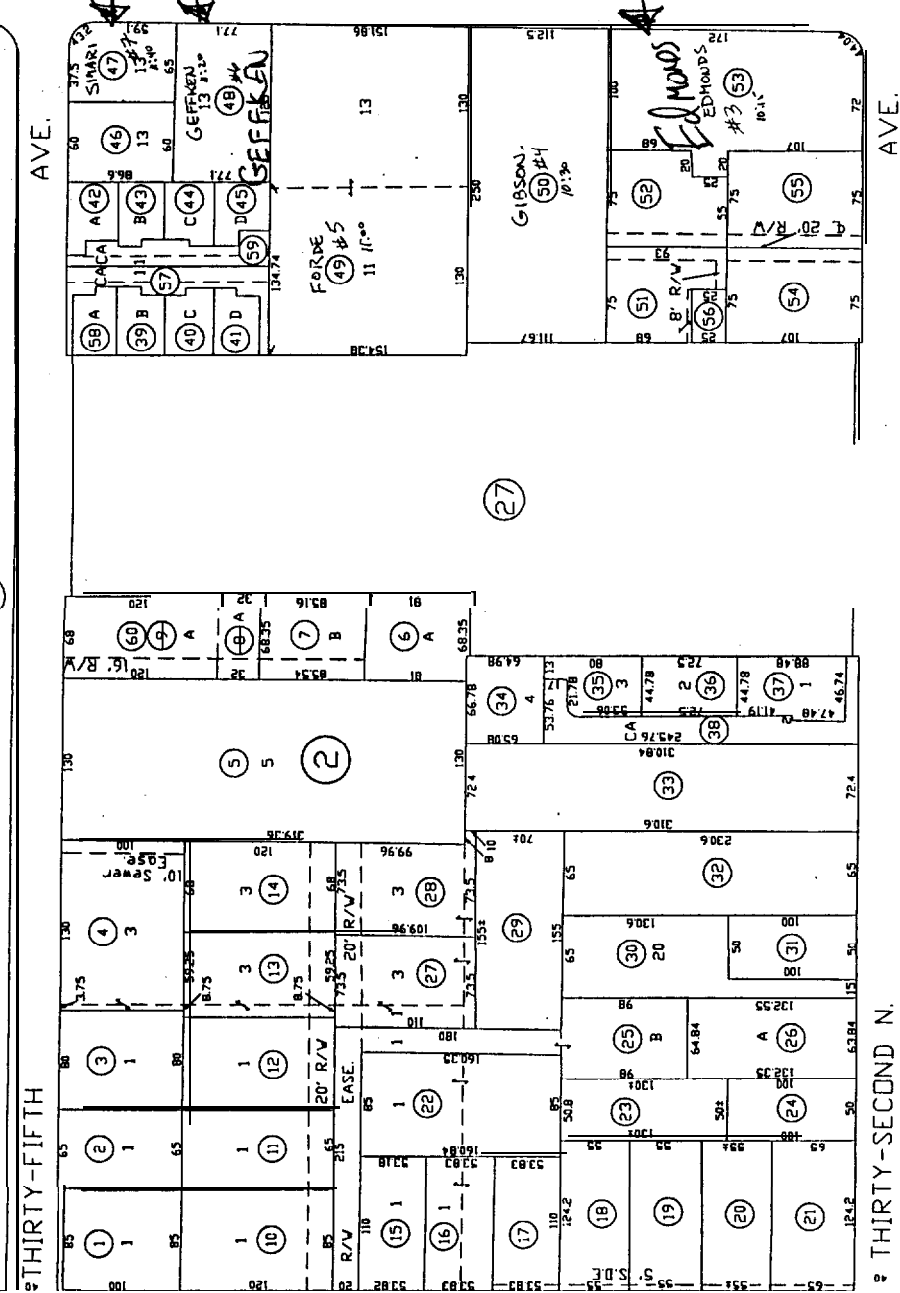
POR. RANCHO ARROYO DEL ROBED Tax Area Code 82-040

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

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33PM11 7/12/79 BAYVIEW ACRES Unfiled (04)

17PM22 12/19/74 25PM22 4/6/77 38PM39 5/21/81 38PM40 5/21/81



33PM11 7/12/79 BAYVIEW ACRES Unfiled (04)

17PM22 12/19/74 25PM22 4/6/77 38PM39 5/21/81 38PM40 5/21/81

25PM53 5/25/77 Bk.28 03

46PM54 5/28/86 Bk.28 40

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 32-03  
County of Santa Cruz, Calif  
October, 1998

FOR TAX PURPOSES ONLY

PDR. RANCHO ARROYO DEL RODEO

Tax Area Code

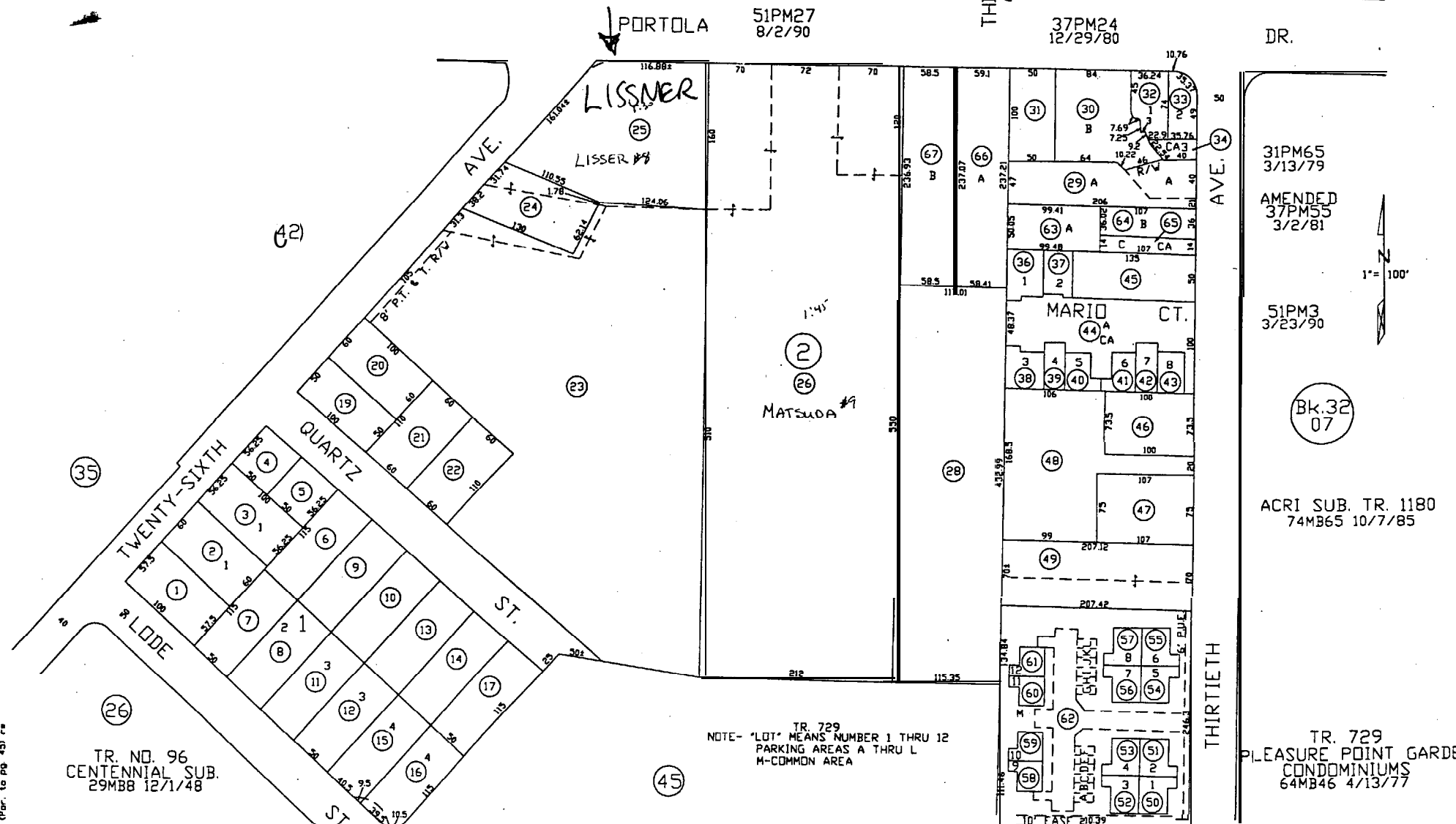
28-20

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SEC. 21, T.11S., R.1W., M.D.B. & M. 09

39 82-040

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PORTOLA 51PM27 8/2/90

37PM24 12/29/80

DR.

31PM65 3/13/79  
AMENDED 37PM55 3/2/81

51PM3 3/23/90

Bk.32 07

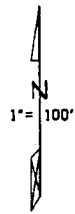
ACRI SUB. TR. 1180 74MB65 10/7/85

TR. 729 PLEASURE POINT GARDEI CONDOMINIUMS 64MB46 4/13/77

NOTE - LOT MEANS NUMBER 1 THRU 12 PARKING AREAS A THRU L M-COMMON AREA

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 28-20  
County of Santa Cruz, Calif  
August, 1998



Electronically Reproduced 8/26/98 Rev. 8/26/98 (Par. to pp. 43) r

388



32-U1

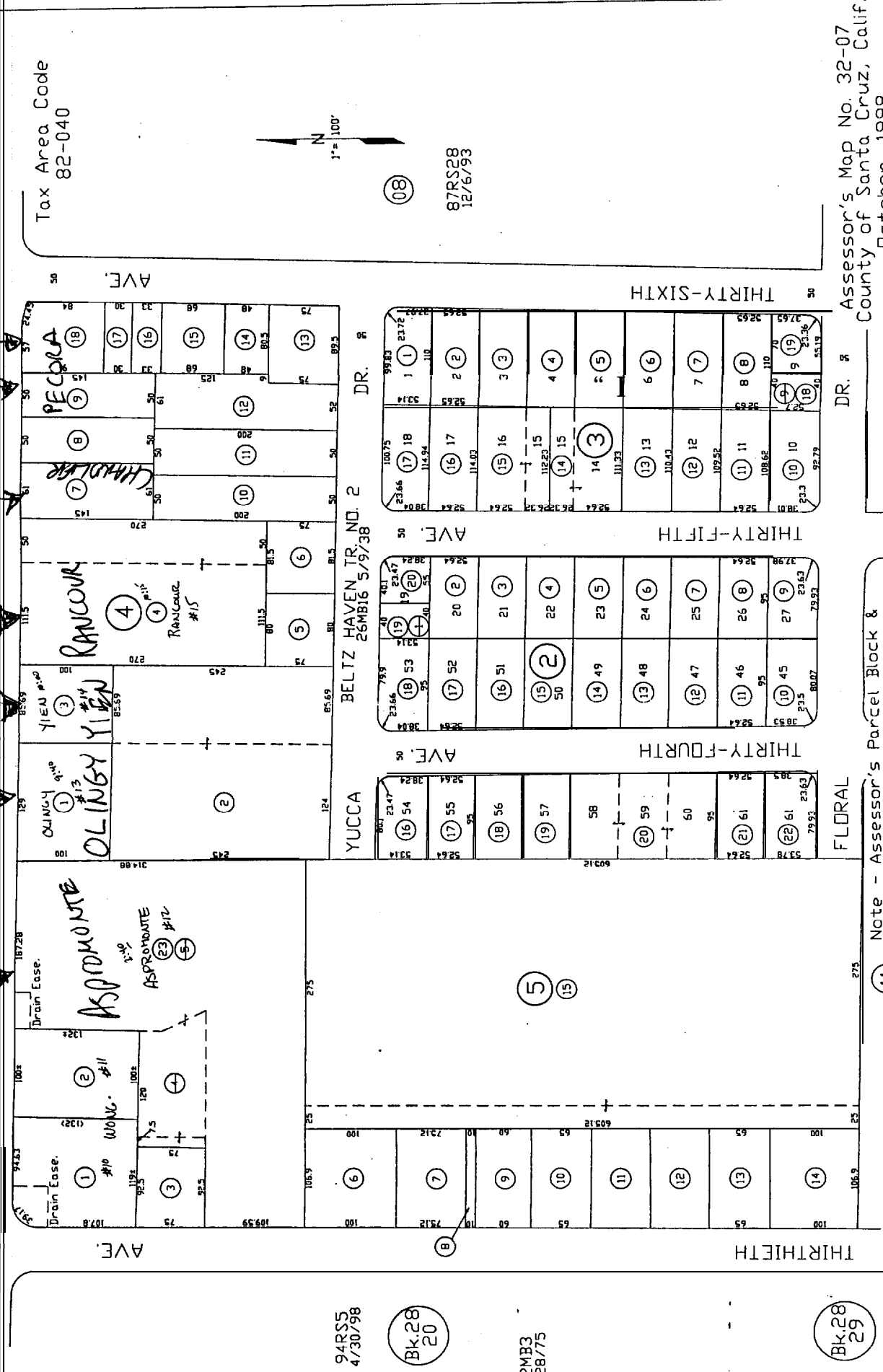
POR RANCHO ARROYO DEL RODEO  
NE. 1/4 SEC. 21 T.11S, R.1W., M.D.B. & M. 1

PORTOLA 03

04 DR.

04 DR.

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Tax Area Code  
82-040

08

87RS28  
12/6/93

Assessor's Map No. 32-07  
County of Santa Cruz, Calif.  
October, 1998

DR. #  
Note - Assessor's Parcel Block &  
Lot Number - Shown in Circles.

94RS5  
4/30/98

Bk.28  
20

62MB3  
8/28/75

Bk.28  
29

51

389

5

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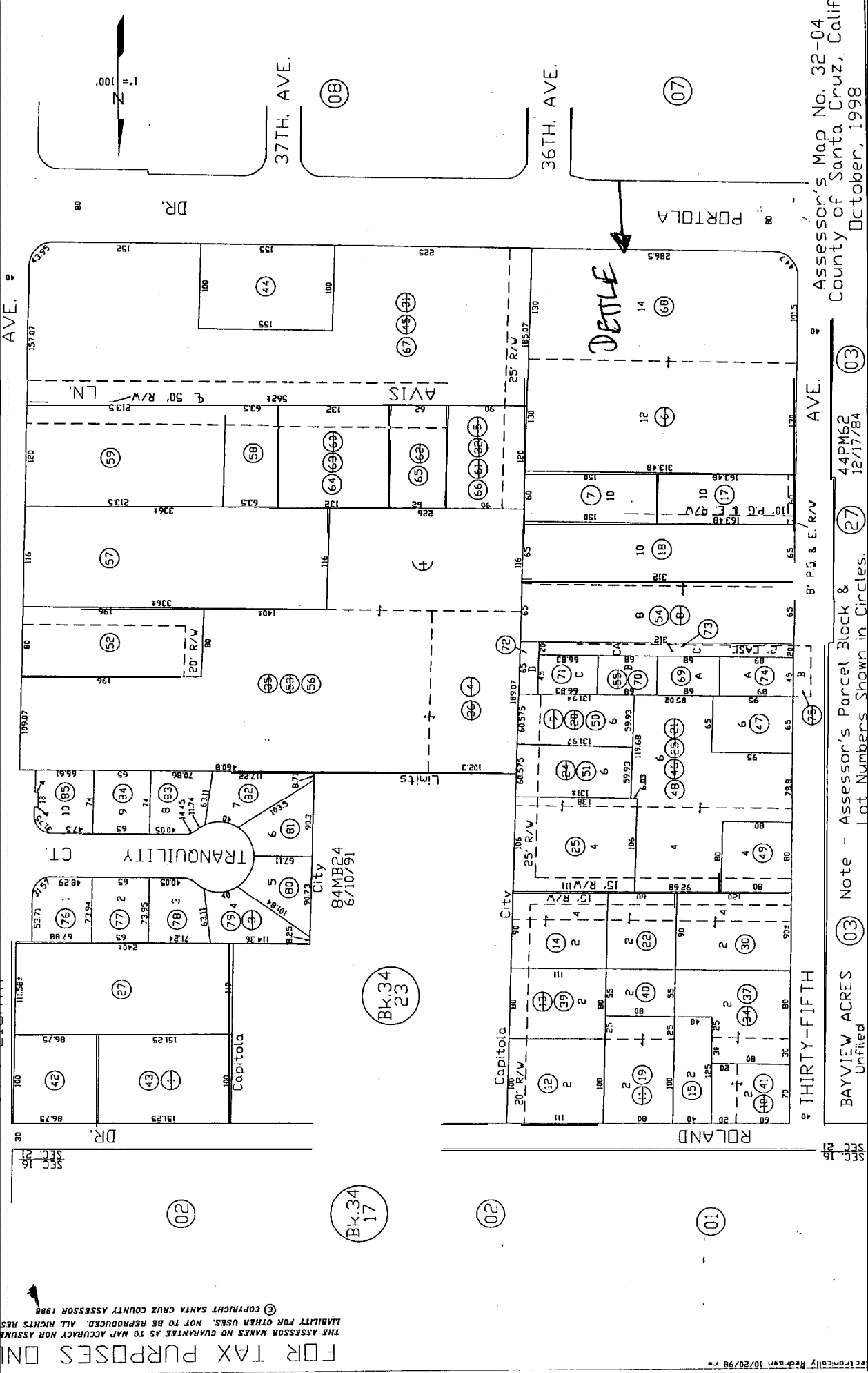
32-04

Tax Area Code 82-040

POR RANCHO ARROYO DEL RODEO NE 1/4 SEC 21, T11S, R1W, MDB & M

THIRTY EIGHTH AVE.

THIRTY-FIFTH AVE.



Assessor's Map No. 32-04  
County of Santa Cruz, Calif.  
October, 1998

03

44PM62  
12/17/84

27

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

03

BAYVIEW ACRES  
Unfiled

03

390

FOR TAX PURPOSES ONLY

POR. RANCHO ARROYO DEL RODEO

Tax Area Code

32-05

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

95-103

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GLADYS AVE.

Bk. 33  
11

BAIN AVE.

Bk. 33  
14

58MB24  
5/16/73

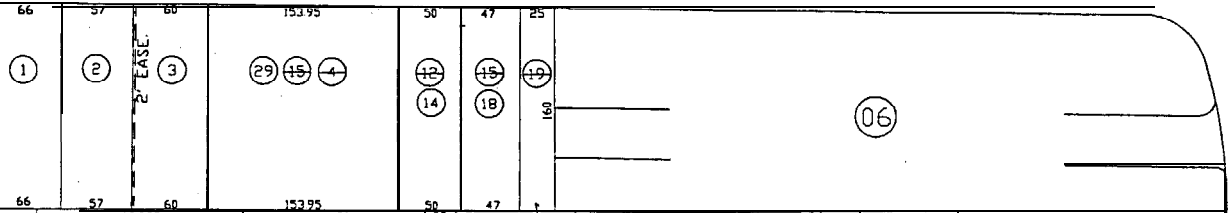
SEC. 22  
SEC. 21

40 FORTY-FIRST

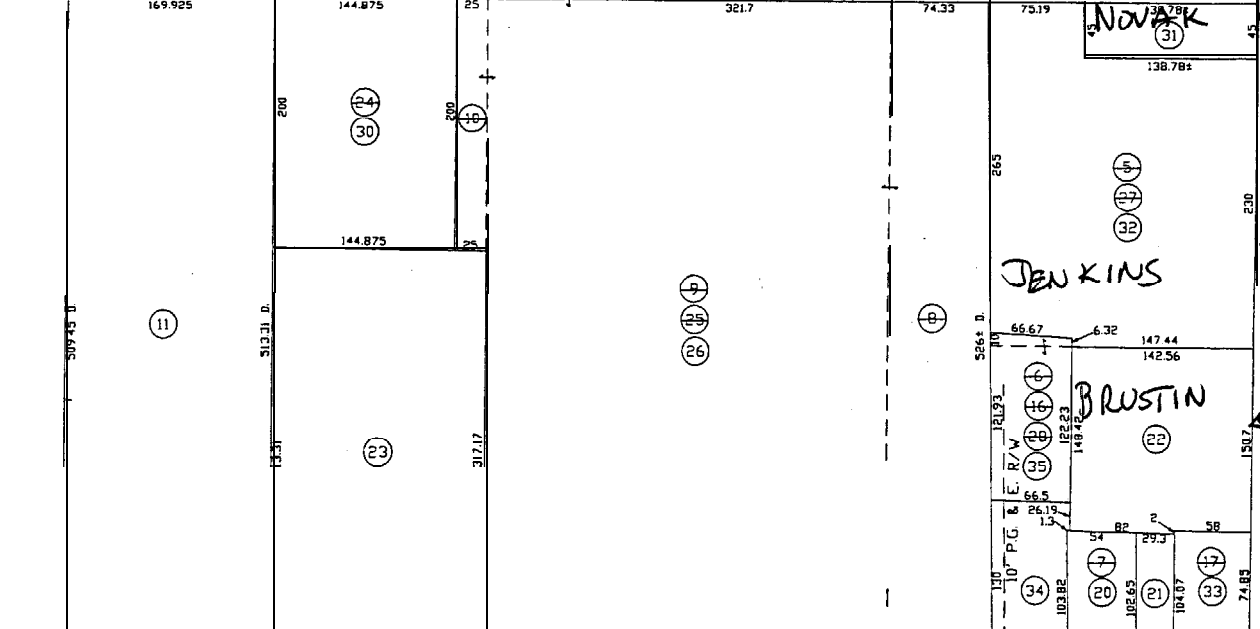
AVE. 40

SEC. 22  
SEC. 21

28



02



THIRTY-EIGHTH

AVE. 40

04

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

14PM6  
12/27/73

Assessor's Map No. 32-05  
County of Santa Cruz, Calif  
October, 1998

Electronically Read

51

391

57

32-06

PUR. TAX PURPOSES ONLY PUR. RANCHO ARROYO DEL RUEDO Tax Area Code

96-103

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

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Bk.33  
14



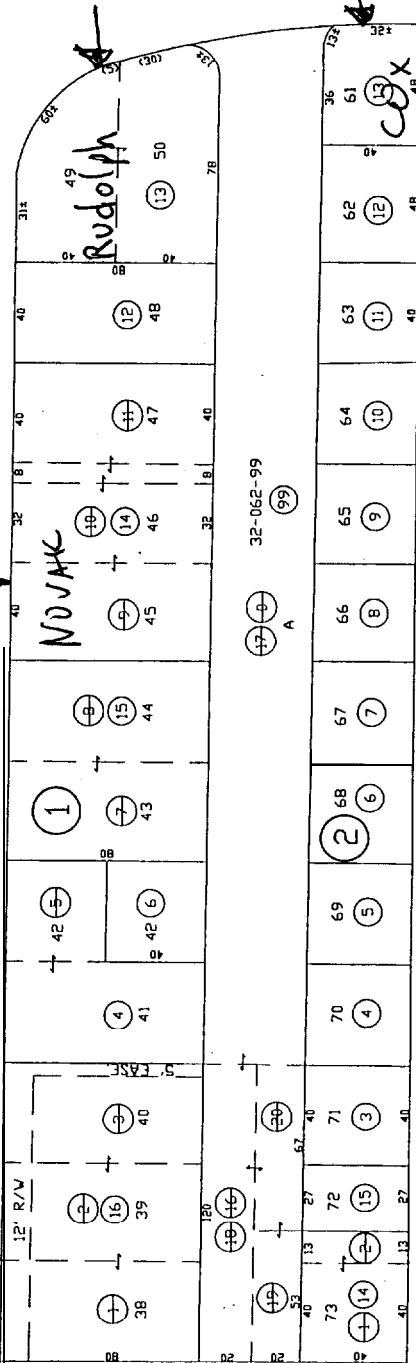
FAIRFIELD SUB.  
Unfiled

S FORTY-FIRST

SEC. 22  
SEC. 21

AVE.

99



PORTOLA

DR. 80

Assessor's Map No. 32-06  
County of Santa Cruz, Calif  
October, 1998

Note - Assessor's Parcel Block &  
Lot Numbers Shown in Circles.

32-08

82-001 82-009

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

FOR TAX PURPOSES ONLY

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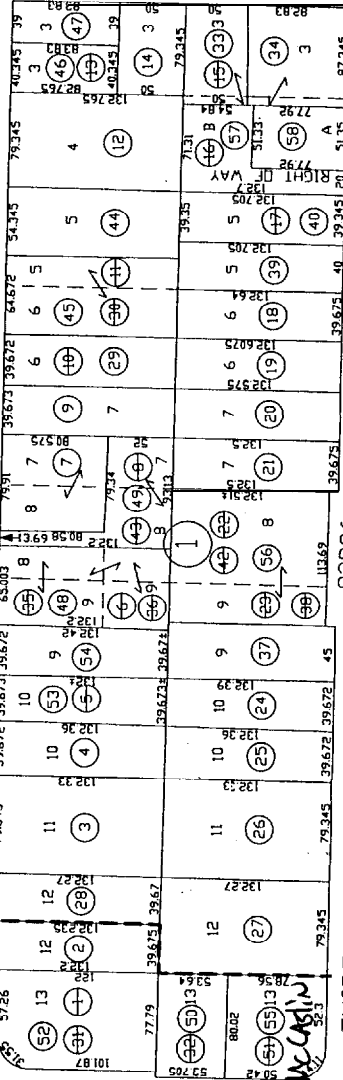
© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1996

600  
100  
100  
800

(09)

52MB13  
12/16/69

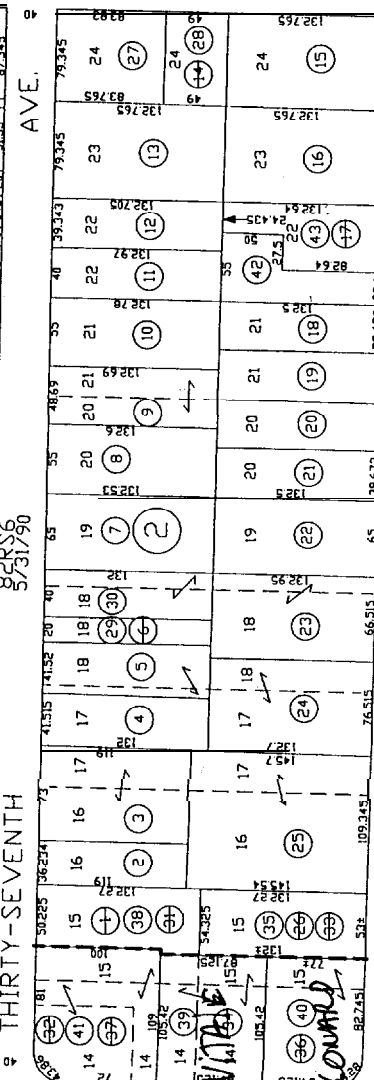
THIRTY-EIGHTH  
82RS7  
62085  
82RS6  
5/31/90



THIRTY-SEVENTH  
82RS6  
5/31/90

88RS23  
9/9/94

(12)



THIRTY-SIXTH  
82RS6  
5/31/90

600  
100  
100  
800

(07)

YUCCA DR

80 DR.

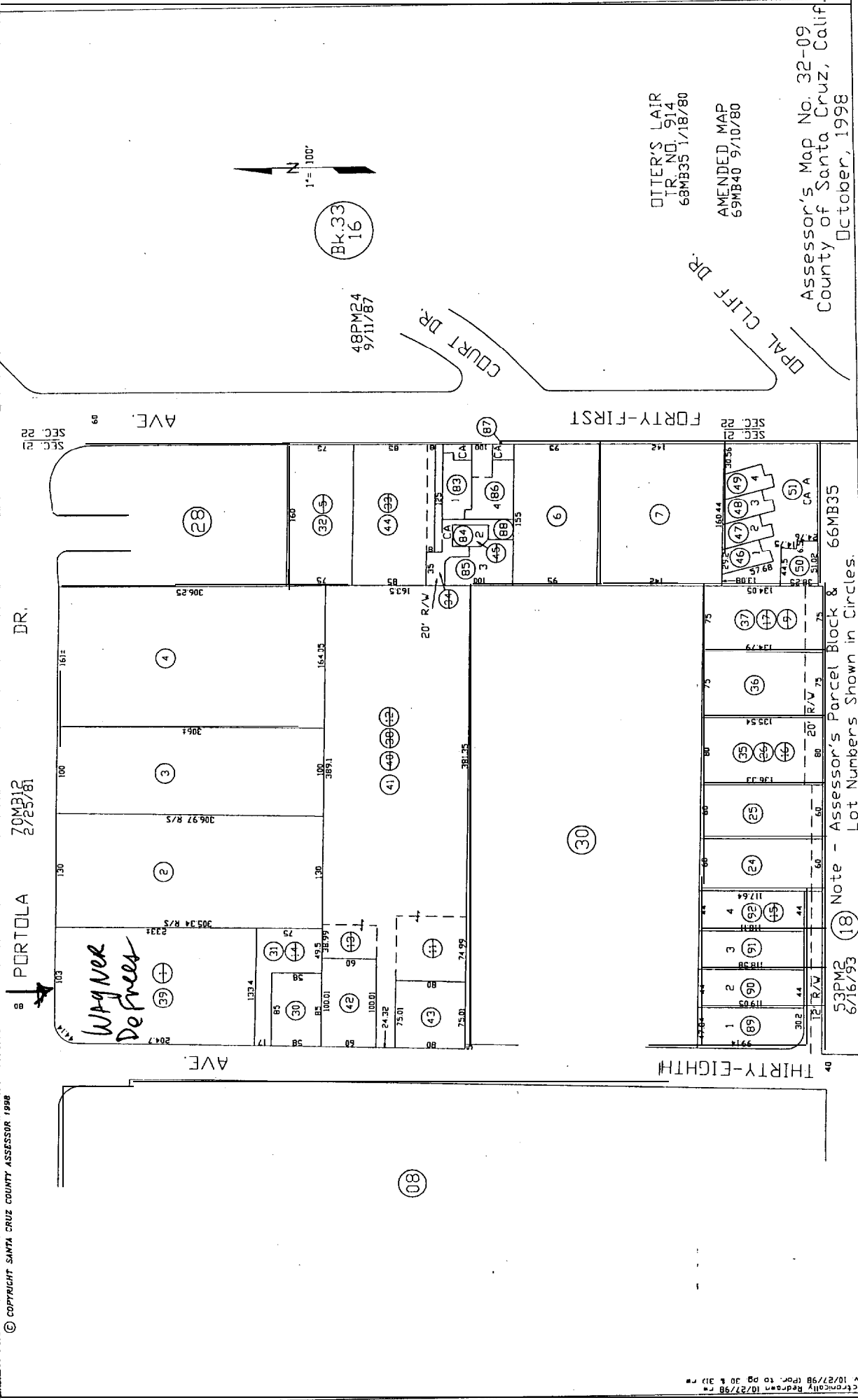
DR.

Assessor's Map No. 32-08  
County of Santa Cruz, Calif.  
August, 1996

Note - Assessor's Parcel Block &  
Lot Numbers Shown in Circles.

FOR TAX PURPOSES ONLY (05) POR RANCHO ARROYO DEL RUEDO NE. 174 SEC. 21, T.11S., R.1W., M.D.B. & M. Tax Area Code 96-103 32-09

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OTTER'S LAIR TR. NO. 914 68MB35 1/18/80 AMENDED MAP 69MB40 9/10/80

Assessor's Map No. 32-09 County of Santa Cruz, Calif. October, 1998

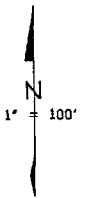
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PUR. RIAHCO ARROYO DEL RODEO  
 SEC. 22, T.11S., R.1W. M.D.B.&M. PROJECTED

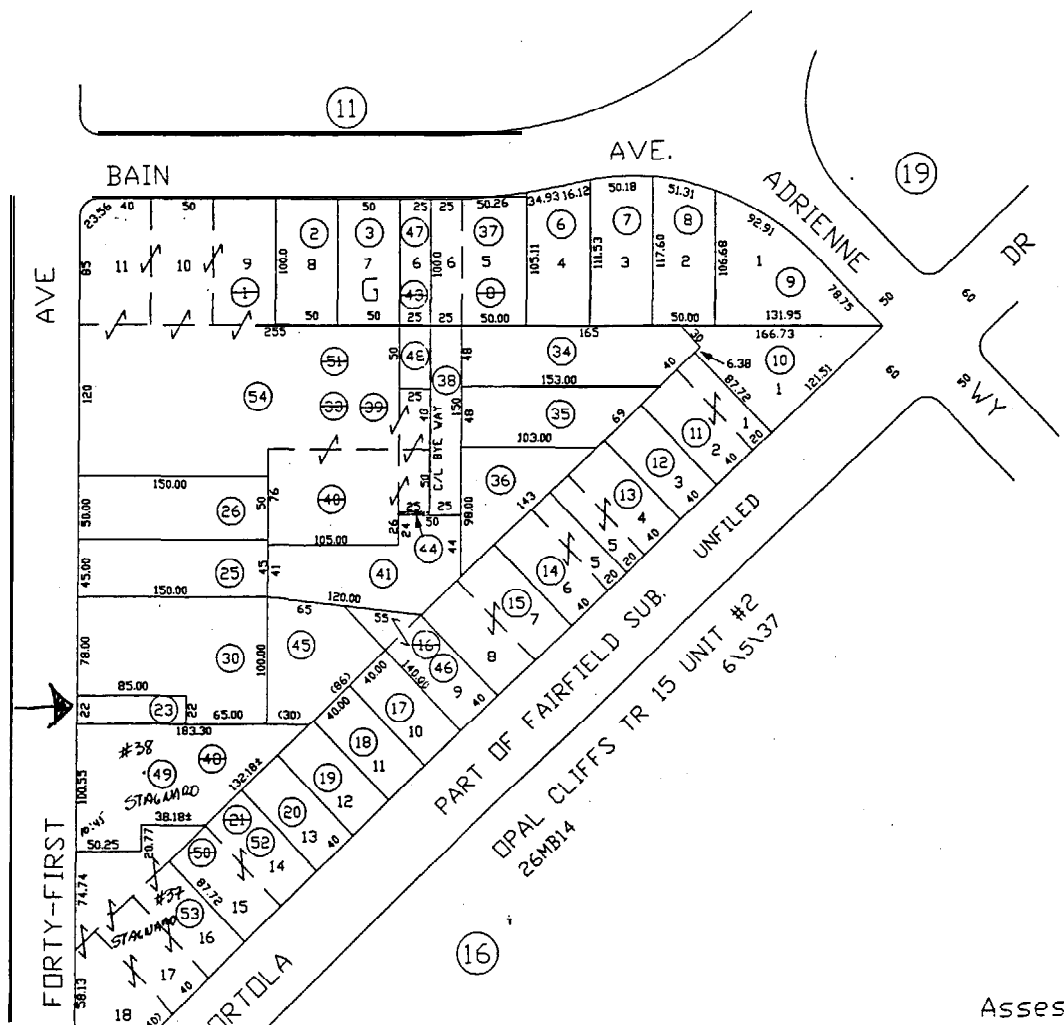
Tax Area Code  
 96-100

33-14



Bk.32  
 05

O'Neill  
 Bk.32  
 06



Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 33-14  
 County of Santa Cruz, Calif.  
 June 1995

Electronically drafted 6/2/95 kas  
 Rev 11/25/95 CB (Cor)  
 Rev 4/15/98 GG (CA consolidation)  
 Rev. 9/24/98 GG (Cor. cancell. APN 40)

Property No.: 1

396

APN: 028-091-05

Albert & Catherine  
Vieira  
(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 16<sup>th</sup> day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ALBERT & CATHERINE VIEIRA 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 2565 Portola Drive 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 \$350.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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. 0397

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 May 19, 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 16<sup>th</sup> day of July 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Albert S. Vieira  
Albert S. Vieira

Catherine M. Vieira  
Catherine M. Vieira

APPROVED AS TO FORM:

By: Dana McRae 7-22-99  
DANA McRAE  
Assistant County Counsel

COUNTY

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

(SELLERS)

**EXHIBIT "A" VIEIRA**

**APN 028-091-05**

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

Being an easement for retaining wall purposes over a portion of Parcel Two of the land conveyed to Albert S. and Catherine M. Vieira by that deed recorded July 3, 1996 in Volume 5872 of Official Records of Santa Cruz County at Page 415, and more particularly described as follows:

Being a strip of land 1 .00 feet wide, the southerly boundary of which is the southerly boundary of said land of Vieira, and more particularly described as follows:

Beginning at the southeasterly corner of said land of Vieira; thence westerly along the southerly boundary of said land 50.00 feet.

Containing 50 square feet, more or less.

RHN:rw

Property No.: 7APN: 028-401-15Frances Turner

(Sellers)

Project: Portola Drive Road  
Improvement ProjectCONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 15<sup>th</sup> day of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FRANCES TURNER 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3051 Portola Drive 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 \$600.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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 May 19, 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 15<sup>th</sup> day of July, 1999.

RECOMMENDED FOR APPROVAL  
By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Frances Turner  
Frances Turner

APPROVED AS TO FORM:  
By: Dana McRae 7-20-99  
DANA McRAE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(SELLERS)

**EXHIBIT "A"**

**EXHIBIT "A"**

401

**TURNER**

**APN 028-401-15**

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

Being easements for sidewalk and pedestrian purposes over a portion of Parcel I of the land conveyed to Frances Turner and Maureen Turner by that deed recorded January 23, 1998 in Document Number 1998-0003 165 of Official Records of Santa Cruz County, and more particularly described as follows:

**Parcel A**

Being a strip of land 1.00 feet in width, the southerly boundary of which is the southerly boundary of said Parcel I, and more particularly described as follows:

Beginning at the southwesterly corner of said Parcel I; thence along the southerly boundary of said land 22.00 feet.

Containing 22 square feet, more or less.

**Parcel B**

Commencing at the southwesterly corner of said Parcel I; thence along the southerly boundary of said land South 89° 55' East 71.7 feet; thence along a tangent curve to the left with a radius of 27.90 feet through a central angle of 59° 06' 25" an arc distance of 28.78 feet to the true point of beginning; thence from said point of beginning along a tangent curve to the left with a radius of 27.90 feet through a central angle of 31° 03' 35" an arc distance of 15.12 feet; thence South 89° 55' West 4.00 feet; thence South 0° 05' East 14.39 feet to the point of beginning.

Containing 39 square feet, more or less.

RHN:bbs

TURNB

Property No.: 3

402

APN: 032-032-53

Mike & Dolores Edmonds

(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 30<sup>th</sup> day of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MIKE & DOLORES EDMONDS 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 Right of Entry and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3203 Portola Drive 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 \$100.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Right of Entry.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor. 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, 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.

5. 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.

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 SELLERS have executed this agreement as of the 30<sup>th</sup> day of June 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Mike Edmonds  
Mike Edmonds

APPROVED AS TO FORM:

Dolores Edmonds  
Dolores Edmonds

By: D. McRae 7-20-99  
DANA McRAE  
Assistant County Counsel

COUNTY

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

(SELLERS)

D:\WPW\PORTOLA\CONTRACT.EAS

## EXHIBIT "A"

RIGHT OF ENTRY

Property No. 3  
 APN: 032-032-53

Date: June 30, 1999  
 Project: PORTOLA DRIVE ROAD  
IMPROVEMENT PROJECT

County of Santa Cruz  
 Public Works Department  
 701 Ocean Street  
 Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned, where necessary, for the purpose of constructing a new concrete sidewalk corner return within the existing Portola Drive Right of Way, as shown on the attached plan.

It is understood and agreed that the County shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left 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 kind.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

John Kuzsine  
 Real Property Agent

Mike Edmonds  
 Mike Edmonds

Dolores Edmonds  
 Dolores Edmonds

Grantor(s)

ACCEPTED:  
 County of Santa Cruz

Property Address:

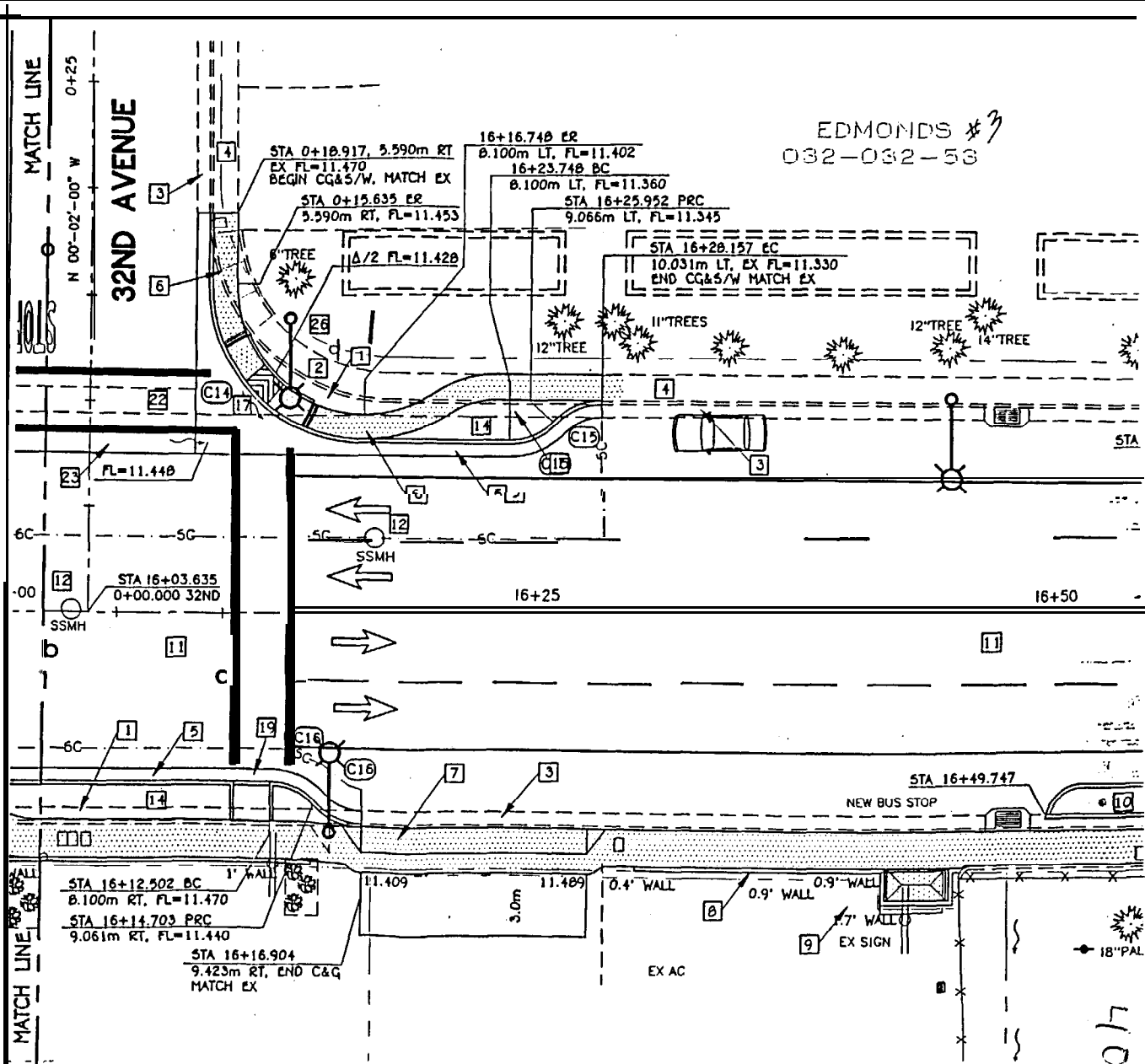
3203 Portola Drive  
Santa Cruz, CA 95062

\_\_\_\_\_  
 Director of Public Works



**CONSTRUCTION NOTES**

- 1 REMOVE EX CURB AND GUTTER OR EX CURB.
- 2 REMOVE EX SIDEWALK.
- 3 K CURB AND GUTTER TO REMAIN.
- 4 SIDEWALK TO REMAIN.
- 5 INSTALL CURB AND GUTTER.
- 6 INSTALL 1.2 M WIDE SIDEWALK.
- 7 INSTALL 1.0 M WIDE SIDEWALK.
- 8 INSTALL CONCRETE BLOCK RETAINING WALL. SEE DETAIL XXX
- 9 INSTALL SCMTD BUS STOP PAD AND SHELTER.
- 10 INSTALL LANDSCAPE ISLAND. SEE DETAIL XX.
- 11 OVERLAY ROADWAY WITH 50mm ASPHALT CONCRETE. ADJUST MANHOLE TO GRADE.
- 12 INSTALL MEDIAN ISLAND. SEE DETAIL XX.
- 13 REMOVE K PAVEMENT AND EXCAVATE AREA XX DEEP FOR LANDSCAPING.
- 14 PROTECT K TREE(S).
- 15 REMOVE TREE.
- 16 INSTALL WHEELCHAIR RAMP TYPE B.
- 17 REMOVE AND REPLACE SIDEWALK SECTION.
- 18 INSTALL 1.5m WIDE SIDEWALK IN FRONT OF K PLANTER.
- 19 INSTALL 1.7 m WIDE SIDEWALK UP TO K PLANTER.
- 20 xx
- 21 xx
- 22 REMOVE K CONC VALLEY GUTTER.
- 23 INSTALL CONC VALLEY GUTTER PER FIG ST-5.
- 24 RELOCATE K LIGHT POU TO 300mm BEHIND FACC OF CURB.
- 25 RELOCATE K LIGHT POU TO ADJACENT TO BACK OF SIDEWALK.



EDMONDS #3  
032-032-53

Property No.: 6 \_\_\_\_\_

406

APN: 032-032-48

Sven Geffken  
Donna M. Geffken  
(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 25<sup>th</sup> day of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SVEN & DONNA M. GEFFKEN 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3335 Portola Drive 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 \$600.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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 May 19, 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 25<sup>th</sup> day of June 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Sven Geffken  
Sven Geffken

Donna M. Geffken  
Donna M. Geffken

APPROVED AS TO FORM:

By: Dana McRae 7-20-99  
DANA McRAE  
Assistant County Counsel

COUNTY

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

(SELLERS)

# EXHIBIT "A"

GEFFKEN

408

APN 032-032-48

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

Being an easement for sidewalk, pedestrian, and retaining wall purposes over a portion of the land conveyed to Sven Geffken and Donna M. **Geffken** by that deed recorded April 16, 1997 in Document Number 1997-0016804 of Official Records of Santa Cruz County and more particularly described as follows:

Being a strip of land 1 .00 feet wide, the southerly boundary of which is the southerly boundary of said land of **Geffken**, and more particularly described as follows:

Beginning at the southwesterly corner of said land of **Geffken**; thence continuing easterly along said boundary 77.1 feet to the southeasterly corner of said land.

Containing 77 square feet, more or less.

RHN/rw

GFR

51

Property No.: 7APN: 032-032-47Jeanne Simari, Trustee

(Sellers)

Project: Portola Drive Road  
Improvement ProjectCONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 18<sup>th</sup> day of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Jeanne Simari, Trustee 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 **Right of Entry** and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3431 Portola Drive 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 **\$100.00** for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Right of Entry.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor. 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, 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.

5. 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.

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 SELLERS have executed this agreement as of the June day of \_\_\_\_\_, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Jeanne Simari  
Jeanne Simari, Trustee

APPROVED AS TO FORM:

By: D. McRae 7-20-99  
DANA McRAE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

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

(SELLERS)

D:\WPW\PORTOLA\CONTRACT.EAS

EXHIBIT "A"

RIGHT OF ENTRY

Property No. 7  
APN: 032-032-47

Date: 6-18-99  
Project: PORTOLA DRIVE ROAD  
IMPROVEMENT PROJECT

County of Santa Cruz  
Public Works Department  
701 Ocean Street  
Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned, where necessary, for the purpose of constructing a new concrete sidewalk and corner return within the existing Portola Drive Right of Way and conforming a portion of the Grantor's property to the new sidewalk grade, as shown on the attached plan.

It is understood and agreed that the County shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left 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 kind.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

Jeanne Simari  
Jeanne Simari, Trustee

John Krieger  
Real Property Agent

\_\_\_\_\_  
Grantor(s)

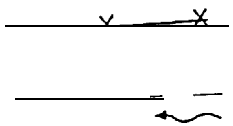
ACCEPTED:  
County of Santa Cruz

Property Address:  
3431 Portola Drive  
Santa Cruz, CA 95062

\_\_\_\_\_  
Director of Public Works

032-075-02  
WONG #11

412



#6

BC  
X FL=11.414  
ATCH EX  
53.838 PRC  
T. FL=11.582  
7+65.985 EC  
m Li. FL=11.750

STA 17+93.985 ER  
0.181m LI, FL=11.927

STA 0+19.697, 5.559m LI  
END CG&S/W, FL=11.990  
STA 0+15.749 ER  
0.181m LI, FL=11.974

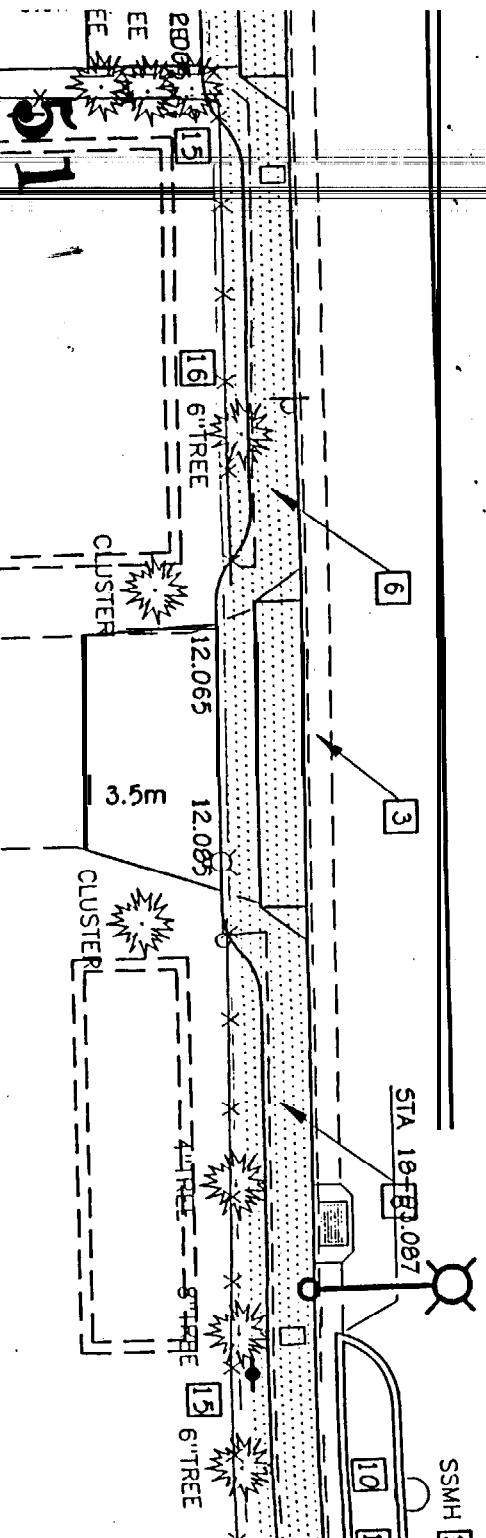
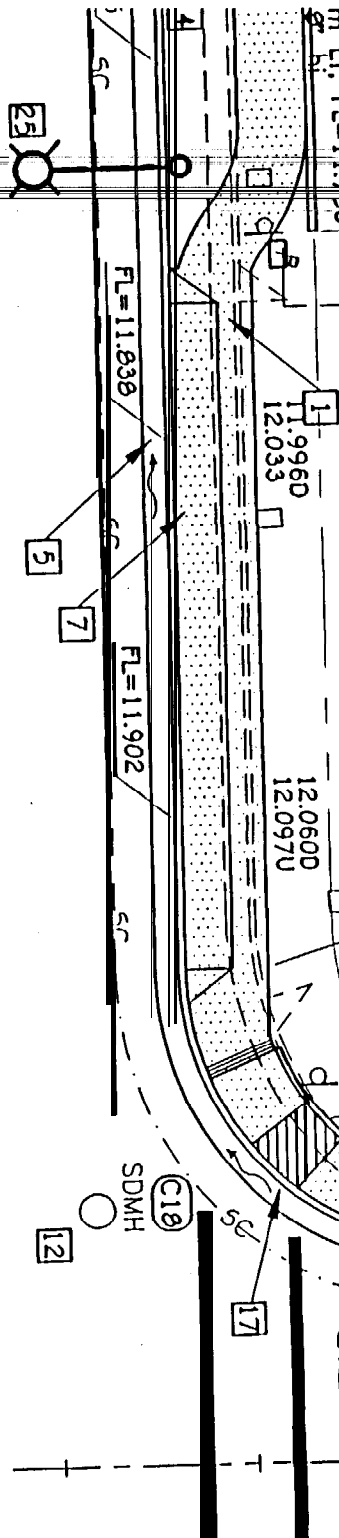
SIMARI #7

032-032-47

REPAVE ENTIRE AREA ?

12.00  
0+25  
N 00°24'00" E  
35TH AVENUE

POIS





Property No.:    a   

413

APN: 028-202-25

Lisser Properties Inc.

(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 7<sup>th</sup> day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Lisser Properties, Inc. 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 Right of Entry and a Form W-9 (**Request for Taxpayer Identification Number and Certification**) covering the property located at 2590 Portola Drive 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 \$100.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Right of Entry.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor. 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, 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.

5. 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.

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 SELLERS have executed this agreement as of the 7<sup>th</sup> day of July 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

David Lissner  
Officer, Lisser Properties, Inc.  
DAVID LISSNER

APPROVED AS TO FORM:

By: D. McRae 7.20.99  
DANA McRAE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

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

(SELLERS)

D:\WPW\PORTOLA\CONTRACT.EAS

EXHIBIT "A"

RIGHT OF ENTRY

Property No. 8  
API 028-202-25

Date: \_\_\_\_\_  
Project: PORTOLA DRIVE ROAD  
IMPROVEMENT PROJECT

County of Santa Cruz  
Public Works Department  
701 Ocean Street  
Santa Cruz, California 95060

Gentlemen:


Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned, where necessary, for the purpose of constructing a new concrete sidewalk and corner return within the existing Portola Drive Right of Way and conforming a portion of the Grantor's property to the new sidewalk grade, as shown on the attached plan.


It is understood and agreed that the County shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left 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 kind.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

Lissner Properties Inc.

  
\_\_\_\_\_  
Real Property Agent

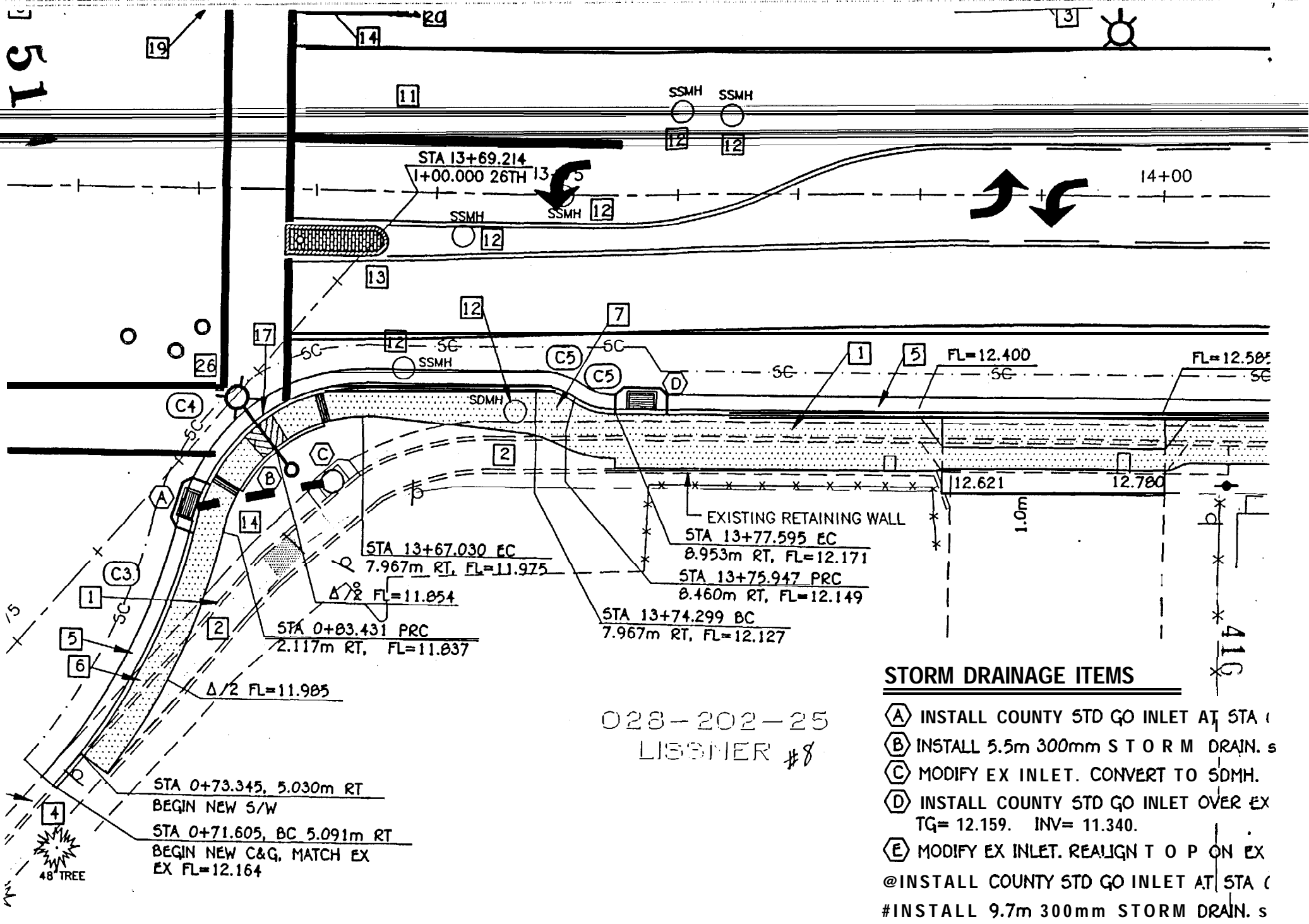
  
\_\_\_\_\_  
By: DAVIS LISSNER, CFO  
Grantor(s)

ACCEPTED:  
County of Santa Cruz

Property Address:

2590 Portola Drive  
Santa Cruz, CA 95062

\_\_\_\_\_  
Director of Public Works



028-202-25  
LIBBNER #8

**STORM DRAINAGE ITEMS**

- (A) INSTALL COUNTY STD GO INLET AT STA (
- (B) INSTALL 5.5m 300mm S T O R M DRAIN. s
- (C) MODIFY EX INLET. CONVERT TO SDMH.
- (D) INSTALL COUNTY STD GO INLET OVER EX  
TG= 12.159. INV= 11.340.
- (E) MODIFY EX INLET. REALIGN T O P ON EX
- @INSTALL COUNTY STD GO INLET AT STA (
- #INSTALL 9.7m 300mm STORM DRAIN. s

Property No.: 1-2

417

APN: 032-075-05

Elena Aspromonte  
(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this <sup>with</sup> day 11 of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ELENA ASPROMONTE 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3300 Portola Drive 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 \$600.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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 May 19, 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 18th day of June 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Elena Aspromonte  
\*Elena Aspromonte

APPROVED AS TO FORM:

By: Dana McRae 720-99  
DANA McRAE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

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

(SELLERS)

**EXHIBIT "A"**

**ASPROMONTE**

419

**APN 032-075-05**

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

Being easements for **sidewalk, and** pedestrian purposes over a portion of the land of Elena Aspromonte, Trustee, and more particularly described as follows:

**Parcel A**

Being a strip of land 1 .00 feet wide, the northerly boundary of which is the northerly boundary of said land of Aspromonte, and more particularly described as follows:

Beginning at a point on the northerly boundary of said land of Aspromonte, **from** which the northwesterly corner thereof lies 4 1 .00 feet distant; thence continuing easterly along said **northerly** boundary 36.00 feet.

Containing 36 square feet, more or less.

**Parcel B**

Being a strip of land 1 .00 feet wide, the **northerly boundary** of which is the northerly boundary of said land of Aspromonte, and more particularly described as follows:

Beginning at the northeasterly corner of said land of Aspromonte; thence westerly **along** said northerly boundary 30.00 feet.

**Containing** 30 square feet, more or less.

RHN:rw

ASR

Property No.: 1 3

420

APN: 032-074-01

David Olingy  
Paul Gallus  
(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DAVID OLINGY & PAUL GALLUS 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3326 Portola Drive 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 \$600.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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 **421** 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 May 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 7<sup>th</sup> day of July 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

David Olingy  
David Olingy  
Paul Gallus  
Paul Gallus

APPROVED AS TO FORM:

By: D. McRae 7-22-99  
DANA McRAE  
Assistant County Counsel

COUNTY

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

(SELLERS)

**EXHIBIT "A"**

OLJNGY

APN 032-074-01

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

Being an easement for retaining wall, sidewalk and pedestrian purposes over a portion of Parcel One of the land conveyed to David J. Olingy, Trustee, by that deed recorded January 9, 1997 in Document Number 1997-0001467 of Official Records of Santa Cruz County, and more particularly described as follows:

Being a strip of land 1 .00 feet wide, the northerly boundary of which is the northerly boundary of said land of Olingy, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Olingy, thence continuing easterly along said northerly boundary 84.00 feet.

Containing 84 square feet, more or less.

RHN:rw

Property No.: 14

423

APN: 032-074-03

Bob Yien  
(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 15<sup>th</sup> day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BOB YIEN 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3330 Portola Drive 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 \$350.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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 May 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 15<sup>th</sup> day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Bob Yien  
Bob Yien

APPROVED AS TO FORM:

By: Dana McRae 7-20-99  
DANA McRAE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

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

(SELLERS)

**EXHIBIT "A" YIEN**

APN 032-074-03

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

Being easements for sidewalk and pedestrian purposes over a portion of the land conveyed to Bob Yien, Trustee, by that deed recorded November 24, 1997 in Document Number 1997-0056076 of Official Records of Santa Cruz County, and more particularly described as follows:

**Parcel A**

Being a strip of land 1.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Yien, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Yien; thence easterly along said northerly boundary 19.00 feet.

Containing 19 square feet, more or less.

**Parcel B**

Being a strip of land 1.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Yien, and more particularly described as follows:

Beginning at the northeasterly corner of said land of Yien; thence westerly along said northerly boundary 18.00 feet.

Containing 18 square feet, more or less.

RHN:rw

BYB

Property No.: 15

APN: 032-074-04

426

Fred & Retha Rancour

(Sellers)

Project: Portola Drive Road  
Improvement Project

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 21<sup>st</sup> day of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FRED & RETHA RANCOUR 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 Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification) covering the property located at 3400 Portola Drive 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 \$600.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by 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 May 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 County has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and SELLERS have executed this agreement as of the 11<sup>th</sup> day of June, 1999.

RECOMMENDED FOR APPROVAL  
By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Fred Rancour  
Fred Rancour  
Retha Rancour  
Retha Rancour

APPROVED AS TO FORM:  
By: D. McRae 7-20-99  
DANA McRAE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(SELLERS)

**EXHIBIT "A"****RANCOUR**APN **032-074-04**

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

Being easements for sidewalk and pedestrian purposes over a portion of the land of Fred and Retha Rancour.

**Parcel A**

Being a strip of land 1.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Rancour, and more particularly described as follows:

Beginning at a point on the northerly boundary of said land of Rancour, from which the northeasterly corner thereof lies 88.00 feet distant; thence continuing westerly along said boundary 33.00 feet.

Containing 33 square feet, more or less.

**Parcel B**

Being a strip of land 1.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Rancour, and more particularly described as follows:

Beginning at the northeasterly corner of said land of Rancour, thence westerly along said northerly boundary 22.00 feet.

Containing 22 square feet, more or less.

RHN:rw



Carol J. Chandler  
 Brian J. Chandler  
 (SELLERS)

APN: 32-074-07  
 Project: PORTOLA DRIVE & 41ST AVE  
 ROAD IMPROVEMENT PROJECT

CONTRACT  
 COUNTY OF SANTA CRUZ

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, 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 a Deed covering a portion of the property located at 3500 Portola Drive in the County of Santa Cruz (APN 32-074-07), '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 \$350.00 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.. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_, 1999; and the SELLERS have executed this agreement as of the 18 day of July, 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: S. McRae for  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

COUNTY

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

(SELLERS)

**CHANDLER**

**APN 032-074-07**

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

Being an easement for sidewalk and pedestrian purposes over a portion of Parcel One of the land conveyed to J. Brian and Carol J. Chandler by that deed recorded October 2, 1998 in Document Number 1998-0059092 of Official Records of Santa Cruz County, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Chandler, and more particularly described as follows:

Beginning at northeasterly corner of said land of Chandler; thence westerly along said northerly boundary 26.00 feet.

Containing 26 square feet, more or less.

RHN/bbs

Romolo Pecora  
 Maria G. Pecora  
 (SELLERS)

APN: 32-074-09 & -18  
 Project: PORTOLA DRIVE & 41ST AVE  
 ROAD IMPROVEMENT PROJECT

CONTRACT  
 COUNTY OF **SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and ROMOLO PECORA and MARIA **GINEVA** PECORA, Trustees of the Pecora Family Trust dated Feb. 16, 1999, 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 a Deed covering a portion of the property located at 3530 & 3540 Portola Drive in the County of Santa Cruz (APN 32-074-09 & -18), 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 **\$600.00** 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**. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_ 1999; and the SELLERS have executed this agreement as of the 21<sup>st</sup> day of June, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Romolo Pecora  
Romolo Pecora, Trustee

APPROVED AS TO FORM:

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

Maria Gineva Pecora  
Maria Gineva Pecora, Trustee

COUNTY

By: \_\_\_\_\_  
JOHNA. FANTHAM  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

434

PECORA

APN 032-074-09

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

Being an easement for sidewalk and pedestrian purposes over a portion of Parcel Two of the land conveyed to Romolo and Maria G. Pecora by that deed recorded September 14, 1992, in Volume 5 118 of Official Records of Santa Cruz County at Page 858, and more particularly described as follows:

Being a strip of land 1 .00 feet wide, the northerly boundary of which is the northerly boundary of said land of Pecora, and more particularly described as follows:

Beginning at the northeasterly corner of said land of Pecora, thence westerly along said northerly boundary 12 feet.

Containing 12 square feet, more or less.

RHN:mg  
FCM

51

**EXHIBIT "A"**

435

**PECORA**

APN 032-074- 18

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

Being an easement for sidewalk and pedestrian purposes over a portion of Parcel One of the land conveyed to Romolo and Maria G. Pecora by that deed recorded September 14, 1992, in Volume 5 118 of Official Records of Santa Cruz County at Page 858, and more particularly described as follows:

Being a strip of land 1 .00 feet wide, the northerly boundary of which is the northerly boundary of said land of Pecora, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Pecora; thence easterly along said northerly boundary 18 feet.

Containing 18 square feet, more or less.

William D. Dettle  
 Robert E. Dettle  
 (SELLERS)

APN: 32-041-68  
 Project: PORTOLA DRIVE & 41ST AVE  
 ROAD IMPROVEMENT PROJECT

CONTRACT  
 COUNTY OF SANTA CRUZ

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and WILLIAM D. DETTLE, Trustee of the William and Linda Dettle Living Trust established November 5, 1993; ROBERT E. DETTLE, Living Trust dated Feb. 29, 1980, Robert E. Dettle Trustee, 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 a Deed covering a portion of the property located at 3501 Portola Drive in the County of Santa Cruz (APN 32-041-68), 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 \$600.00 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. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_ 1999; and the SELLERS have executed this agreement as of the 7<sup>th</sup> day of June, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

William D. Dettle  
William D. Dettle, Trustee

APPROVED AS TO FORM:

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-2099  
Chief Assistant County Counsel

Linda J. Dettle, Trustee  
Robert E. Dettle, TRUSTEE -  
Robert E. Dettle, Trustee

COUNTY

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

\_\_\_\_\_  
\_\_\_\_\_  
(SELLERS)

**DETTLE****APN 032-041-68**

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

Being easements for sidewalk and pedestrian purposes over a portion of the land conveyed to William D. and Linda J. Dettle, Trustees by that deed recorded November 8, 1993 in Volume 5383 of Official Records of Santa Cruz County at Page 254, and more particularly described as follows:

**Parcel A**

Being a strip of land 1 .00 feet wide, the southerly boundary of which is the southerly boundary of said land of Dettle, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Dettle, from which the southeasterly comer thereof lies 200.00 feet distant; thence continuing westerly along said boundary 54.00 feet.

Containing 54 square feet, more or less.

**Parcel B**

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Dettle, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Dettle, from which the southeasterly comer thereof lies 114.00 feet distant; thence continuing westerly along said boundary 36.00 feet.

Containing 36 square feet, more or less.

**Parcel C**

Being a strip of land 1 .00 feet wide, the southerly boundary of which is the southerly boundary of said land of Dettle, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Dettle, from which the southeasterly corner thereof lies 22.00 feet distant; thence continuing westerly along said boundary 44.00 feet.

Containing 44 square feet, more or less.

Beginning at the northerly comer of Parcel 8 of County owed lands on the easterly boundary of 35th Avenue, as shown on the Record of Survey map filed February 8, 1971 in Volume 47 of Maps at Page 32, Santa Cruz County Records; thence along a curve to the left with a beginning tangent bearing of South 0° 24' West and a radius of 28.44 feet through a central angle of 26° 41' 13" an arc distance of 13.24 feet; thence North 0° 24' East 12.76 feet; thence North 89° 36' West 3.05 feet to the point of beginning.

Containing 26 square feet, more or less.

RHN:rw

Noah Brustin  
(SELLERS)

APN: 32-051-22  
Project: PORTOLA DRIVE & 41ST AVE  
ROAD IMPROVEMENT PROJECT

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and NOAH BRUSTIN, Trustee of the Noah Brustin Trust dated February 11, 1998, 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 a Deed covering a portion of the property located at 3811 Portola Drive in the County of Santa Cruz (APN 32-051-22), 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 \$3,181.00 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. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_ 1999; and the SELLERS have executed this agreement as of the 23<sup>rd</sup> day of June 1999.

RECOMMENDED FOR APPROVAL  
BY: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Noah Brustin  
Noah Brustin, Trustee

APPROVED AS TO FORM:  
BY: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

COUNTY  
BY: \_\_\_\_\_  
JOHN A. FANTHAM  
Director of Public Works

(SELLERS)

**BRUSTIN**

**APN 032-05 1-22**

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

Being easements for sidewalk and pedestrian purposes over a portion of the land conveyed to Noah Brustin by that deed recorded February 19, 1997 in Document Number 1997-0007856 of Official Records of Santa Cruz County, and more particularly described as follows:

**Parcel A**

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Brustin, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Brustin, from which the southeasterly comer thereof lies 73.00 feet distant; thence continuing westerly along said boundary 29.00 feet.

Containing 29 square feet, more or less.

**Parcel B**

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Brustin, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Brustin, from which the southeasterly corner thereof lies 19.00 feet distant; thence continuing westerly along said boundary 32.00 feet.

Containing 32 square feet, more or less.

RHN:rw

Harry L. Jenkins  
 Anna M. Jenkins  
 (SELLERS)

APN: 32-051-32  
 Project: PORTOLA DRIVE & 41ST AVE  
 ROAD IMPROVEMENT PROJECT

CONTRACT  
 COUNTY OF SANTA CRUZ

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BARRY L. JENKINS and ANNA M. JENKINS, 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 a Deed covering a portion of the property located at 3911 Portola Drive in the County of Santa Cruz (APN 32-051-32), 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 \$850.00 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. 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 5

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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_, 1999; and the SELLERS have executed this agreement as of the 7th day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

APPROVED AS TO FORM:

By: D. McRae 7-20-99  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY

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

Harry L. Jenkins  
Harry L. Jenkins  
Anna M. Jenkins  
Anna M. Jenkins

(SELLERS)



**JENKINS**

**445**

**APN 032-051-32**

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

Being easements for sidewalk, pedestrian, and bus shelter purposes over a portion of Parcel One of the land conveyed to Harry L. and Anna M. Jenkins by that deed recorded September 18, 1978 in Volume 2962 of Official Records of Santa Cruz County at Page 655, and more particularly described as follows:

**Parcel A**

Being an easement for sidewalk and pedestrian purposes, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Jenkins, and more particularly described as follows:

Beginning at the southwesterly corner of said land of Jenkins; thence easterly along said southerly boundary 22.00 feet.

Containing 22 square feet, more or less.

**Parcel B**

Being an easement for sidewalk and pedestrian purposes, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Jenkins, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Jenkins, from which the southwesterly corner thereof lies 68.00 feet distant; thence continuing easterly along said boundary 32.00 feet.

Containing 32 square feet, more or less.

**Parcel C**

Being an easement for sidewalk for sidewalk and pedestrian purposes, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Jenkins, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Jenkins, **from** which the southwesterly corner thereof lies 134.00 feet distant; thence continuing easterly along said boundary 19.00 feet.

Containing 19 square feet, more or less.

**Parcel D**

Being an easement for bus shelter purposes, and more particularly described as follows:

Being a strip of land 5.00 feet wide, the southerly boundary of which is southerly boundary of said land of Jenkins, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Jenkins, **from** which the southwesterly corner thereof lies 155.00 feet distant; thence continuing easterly along said boundary 12.00 feet.

Containing 60 square feet, more or less.

RHN:rw

Richard H. Novak  
(SELLERS)

APN: 32-051-31  
Project: PORTOLA DRIVE & 41ST AVE  
ROAD IMPROVEMENT PROJECT

CONTRACT  
COUNTY OF **SANTA CRUZ**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, "by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RICHARD H. NOVAK, Trustee of the Richard H. Novak Trust dated December 3, 1986, 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 a Deed covering a portion of the property located next to 3961 Portola Drive in the County of Santa Cruz (APN 32-051-31), 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 \$350.00 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. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 fully executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999; and the SELLERS have executed this agreement as of the 7<sup>th</sup> day of June, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Richard H. Novak  
Richard H. Novak, Trustee

APPROVED AS TO FORM:

By: Samuel Torres, Jr. FOR  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

COUNTY

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

(SELLERS)

**NOVAK****APN 032-051-31**

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

Being an easement for sidewalk and pedestrian purposes over a portion of Parcel One of the land conveyed to Richard H. Novak, Trustee, by that deed recorded December 5, 1986 in Volume 4077 of Official Records of Santa Cruz County at Page 236, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Novak, and more particularly described as follows:

Beginning at the southwesterly corner of said land of Novak; thence easterly along the southerly boundary of said land 38.00 feet.

Containing 38 square feet, more or less.

RHN/rw

Richard H. Novak

Property No.: 34

APN: 032-061-14

450

PROJECT: PORTOLA DRIVE/41ST AVE.  
IMPROVEMENT PROJECT

(SELLER

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 RICHARD H. NOVAK, 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 a Right-of-Entry covering the property located at 825 41st Avenue in the County of Santa Cruz (APN 032-061-14), 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 SELLERS the sum of \$100.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by Right-of-Entry 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. 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 SELLER 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. 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 \_\_\_\_\_, 199\_\_\_\_; and the SELLER has executed this agreement as of the 7<sup>th</sup> day of June, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

[Signature]  
Richard H. Novak, Trustee

By: S. Torres  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

COUNTY

By: \_\_\_\_\_

JOHN A. FANTHAM  
Director of Public Works

**RIGHT OF ENTRY**

452

Property No. 34  
APN: 032-061-14

Date: June 7, 1999  
Project: **PORTOLA DRIVE/41ST AVENUE  
IMPROVEMENT PROJECT**

County of Santa Cruz  
Public Works Department  
701 Ocean Street  
Santa Cruz, California 95060

Gentlemen:

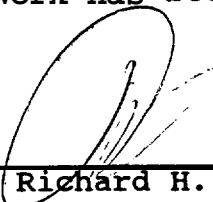
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools, materials, and equipment onto the property of the undersigned, where necessary and as shown on the attached map to repair the existing sidewalk and driveway.

It is understood and agreed that the County 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 kind.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Real Property Agent

  
\_\_\_\_\_  
Richard H. Novak, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Grantor(s)

ACCEPTED:  
County of Santa Cruz  
\_\_\_\_\_  
Director of Public Works

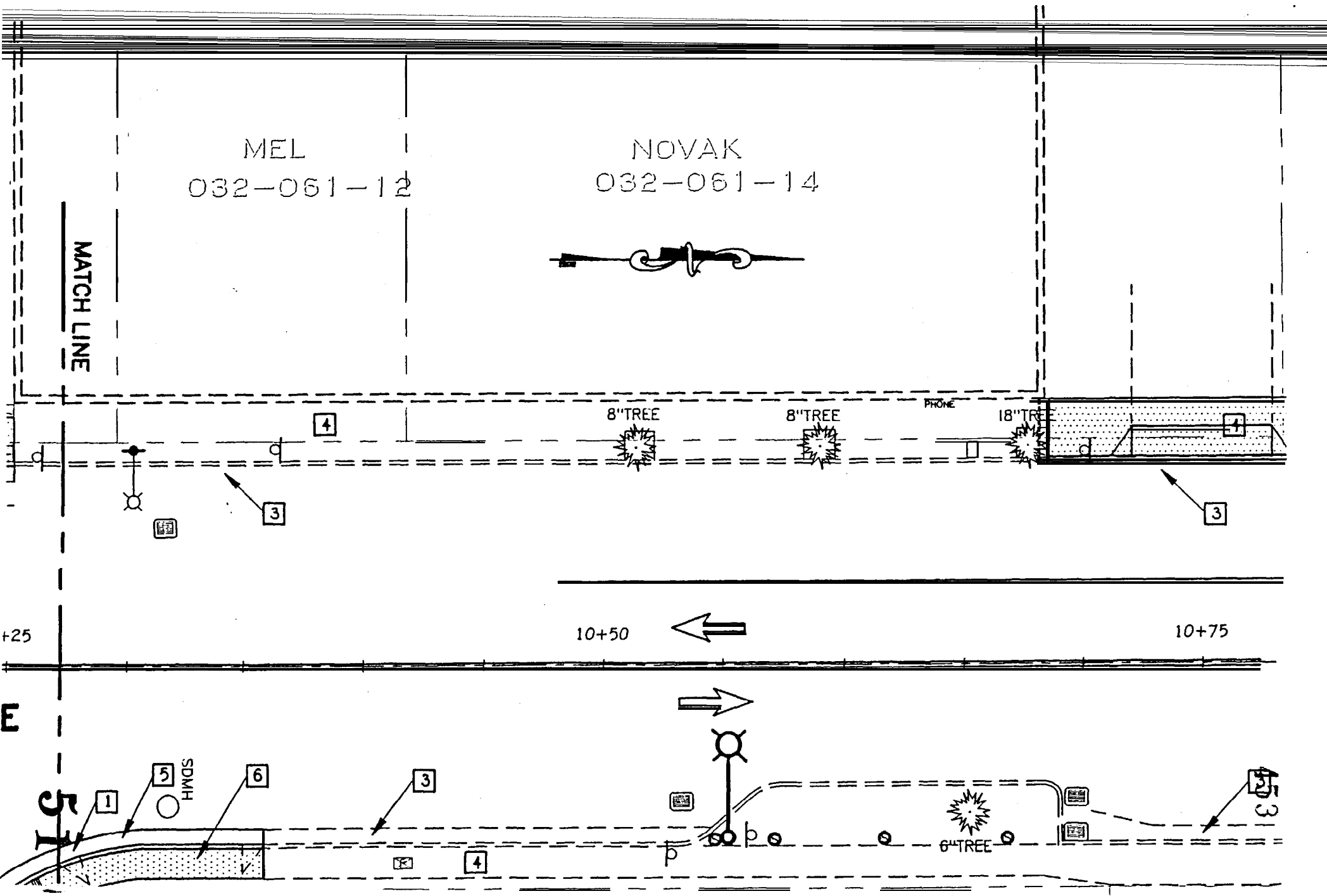
Mailing Address:  
P.O. Box 2718  
Santa Cruz, CA.95063



MEL  
032-061-12

NOVAK  
032-061-14

MATCH LINE



8" TREE

8" TREE

PHONE

18" TREE

+25

10+50

10+75

E

SDMH

6" TREE

Anthony Cox  
(SELLERS)

APN: 32-062-13  
Project: PORTOLA DRIVE & 41ST AVE  
ROAD IMPROVEMENT PROJECT

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 11<sup>TH</sup> day of JUNE, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ANTHONY COX, a married man as his sole and separate property, 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 a Right-of-Entry covering a portion of the property located at 3961 Portola Drive in the County of Santa Cruz (APN 32-062-13), 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 \$100.00 for the property interest therein as conveyed by said Right-of-Entry 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 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. 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 11<sup>th</sup> day of JUNE 1999; and the SELLERS have executed this agreement as of the 11<sup>th</sup> day of JUNE, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Anthony Cox  
Anthony Cox

APPROVED AS TO FORM:

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-2099  
Chief Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

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

(SELLERS)

# EXHIBIT "A"

456

## RIGHT OF ENTRY

Property No. 26  
APN: 32-062-13

Date: 6/11/99  
Project: PORTOLA DRIVE AND 41ST  
AVENUE ROAD IMPROVEMENT  
PROJECT

County of Santa Cruz  
Public Works Department  
701 Ocean Street  
Santa Cruz, California 95060

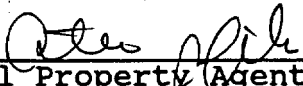
Gentlemen:

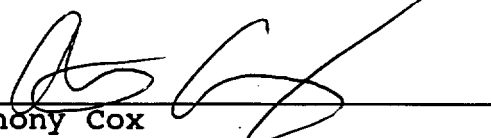
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned, where necessary, -for the purpose of constructing a new concrete sidewalk within the existing Portola Drive Right-of-Way and conforming a portion of the Grantor's property to the new sidewalk grade, as shown on the attached plan.

It is understood and agreed that the County shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left 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 kind.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Real Property Agent

  
\_\_\_\_\_  
Anthony Cox

Grantor(a)

ACCEPTED:  
County of Santa Cruz  
\_\_\_\_\_  
Director of Public Works

Property Address:  
3961 Portola Drive  
Santa Cruz, CA

# EXHIBIT "A"

RUDOLF ENTI  
32-061-

NOVAK  
32-051-31

COX  
32-062-19

EX C

STA 0+114.825 BC 3.5000M EX  
BEGIN CCR 5/11.520 EX AC  
EX Δ/2 FL=14.450

EX C

STA 22+84.737 PCC  
Δ/2 FL=14.399  
STA 22+84.737 PCC  
Δ/2 FL=14.500  
EX C

MATCH LINE N 00° 11' 00" W

40TH AVE

EX CONC WALK  
EX PLANTER

EX CONC WALK

STA 22+46.941  
CL 8.84 D/W

STA 22+73.149  
0+00.000 40TH

22+50 22+54.662 BC

22+75

12 SSMH

11

12 SSMH

7

3

C39

C37

4571

STA 22+40.058

TELE

19 14

3



51

Robert N. Rudolph  
(SELLERS)

APN: 32-061-13  
Project: PORTOLA DRIVE & 41ST AVE  
ROAD IMPROVEMENT PROJECT

458

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and ROBERT N. RUDOLPH, 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 a Deed covering a portion of the property located at 4001 Portola Drive in the County of Santa Cruz (APN 32-061-13), 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 \$600.00 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. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_, 1999; and the SELLERS have executed this agreement as of the day of June, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Robert N. Rudolph  
Robert N. Rudolph

APPROVED AS TO FORM:

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
JOHNA. FANTHAM  
Director of Public Works

(SELLERS)

## RUDOLPH

APN 032-061-13

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

Being an easement for sidewalk and pedestrian purposes over a portion of Parcel One of the land conveyed to Robert N. Rudolph by that deed recorded September 5, 1973 in Volume 2344 of Official Records of Santa Cruz County at Page 692, and more particularly described as follows:

Beginning at a point on the easterly boundary of said Parcel One, from which the northeasterly corner thereof bears North 0° 11' West a distance of 14.00 feet; thence from said point of beginning along said easterly boundary South 0° 11' East 17.00 feet; thence along a tangent curve to the right with a radius of 50.00 feet through a central angle of 23° 04' 28" an arc distance of 20.13 feet; thence leaving said easterly boundary North 0° 11' West 36.60 feet; thence North 89° 40' East 4.00 feet to the point of beginning.

Containing 121 square feet, more or less.

RHN:rw

RDR



Frank Vitale  
 Frances Vitale  
 (SELLERS)

APN: 32-082-39  
 Project: PORTOLA DRIVE & 41ST AVE  
 ROAD IMPROVEMENT PROJECT

CONTRACT  
 COUNTY OF SANTA CRUZ

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FRANK VITALE and FRANCES VITALE, 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 a Deed covering a portion of the property located at 3650 Portola Drive in the County of Santa Cruz (APN 32-082-39), 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 \$350.00 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. 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 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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and trimming landscaping. 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 May 18, 1999.

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 \_\_\_\_\_, 1999; and the SELLERS have executed this agreement as of the 23<sup>rd</sup> day of June, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Frank Vitale  
Frank Vitale  
Frances Vitale  
Frances Vitale

APPROVED AS TO FORM:

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY:

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

(SELLERS)

**VITALE****APN 032-082-39**

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

Being an easement for sidewalk and pedestrian purposes over a portion of the land conveyed to Frank Vitale and Frances Vitale by that deed recorded March 7, 1984, in Volume 3688 of Official Records of Santa **Cruz** County at Page 13, and more particularly described as follows:

Being a strip of land 1 .00 feet wide, the northerly boundary of which is the northerly boundary of said land of Vitale, and more particularly described as follows:

Beginning at a point on the northerly boundary of said land of Vitale, **from** which the northeasterly corner thereof lies 16 feet distant; thence continuing westerly along said boundary 30 feet.

Containing 30 square feet, more or less.

RHN:rw

FVR

Gloria Mitchell McCaslin  
(SELLERS)

APN: 32-081-55

Project: PORTOLA DRIVE & 41ST AVE  
ROAD IMPROVEMENT PROJECT

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 1 day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GLORIA J. MITCHELL MCCASLIN, 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 a Right-of-Entry covering a portion of the property located at 3730 Portola Drive in the County of Santa Cruz (APN 32-081-55), 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 \$100.00 for the property interest therein as conveyed by said Right-of-Entry 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 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. 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 5<sup>th</sup> day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Gloria J. Mitchell McCaslin  
Gloria J. Mitchell McCaslin

APPROVED AS TO FORM:

By: D. Mc2ae For  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

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

(SELLERS)

# EXHIBIT "A"

466

## RIGHT OF ENTRY

Property No. 30  
APN: 32-081-55

Date: \_\_\_\_\_  
Project: PORTOLA DRIVE AND 41ST  
AVENUE ROAD IMPROVEMENT  
PROJECT

County of Santa Cruz  
Public Works Department  
701 Ocean Street  
Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned, where necessary, for the purpose of constructing a new concrete sidewalk within the existing Portola Drive Right-of-Way and conforming a portion of the Grantor's property to the new sidewalk grade, as shown on the attached plan.

It is understood and agreed that the County shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left 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 kind.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Real Property Agent

  
\_\_\_\_\_  
Gloria J. Mitchell McCaslin

Grantor(s)

ACCEPTED:  
County of Santa Cruz

\_\_\_\_\_  
Director of Public Works

Property Address:  
3730 Portola Drive  
Santa Cruz, CA

0+75

# 37TH AVENUE

467

N 00° 44' 30" E

LIMIT OF AC OVERLAY

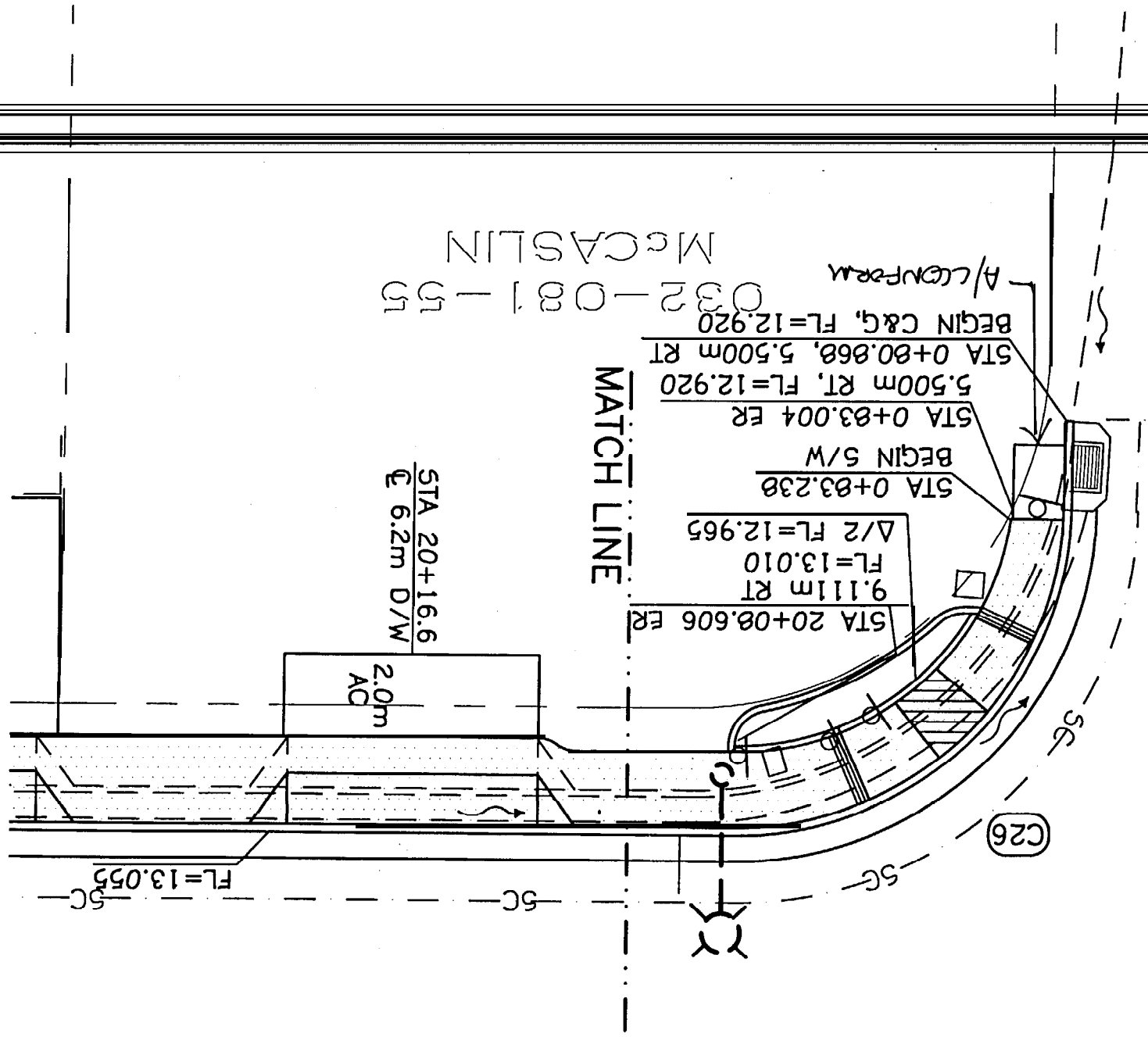


EXHIBIT "A"

51

M. Phyllis Wagner  
 Kenneth Harper DeFrees  
 (SELLERS)

Property No.: 32  
 APN: 032-091-39  
 PROJECT: PORTOLA DRIVE/41ST AVE.  
 IMPROVEMENT PROJECT

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 M.PHYLLIS WAGNER AND KENNETH HARPER DEFREES, 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 a Right-of-Entry covering the property located at 3800 Portola Drive in the County of Santa Cruz (APN 032-091-39), 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 SELLERS the sum of \$200.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by Right-of-Entry 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. 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. 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 \_\_\_\_ 199\_\_; and the SELLERS have executed this agreement as of the 20th day of July, 1999.

RECOMMENDED FOR APPROVAL

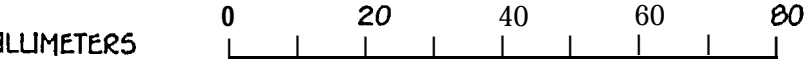
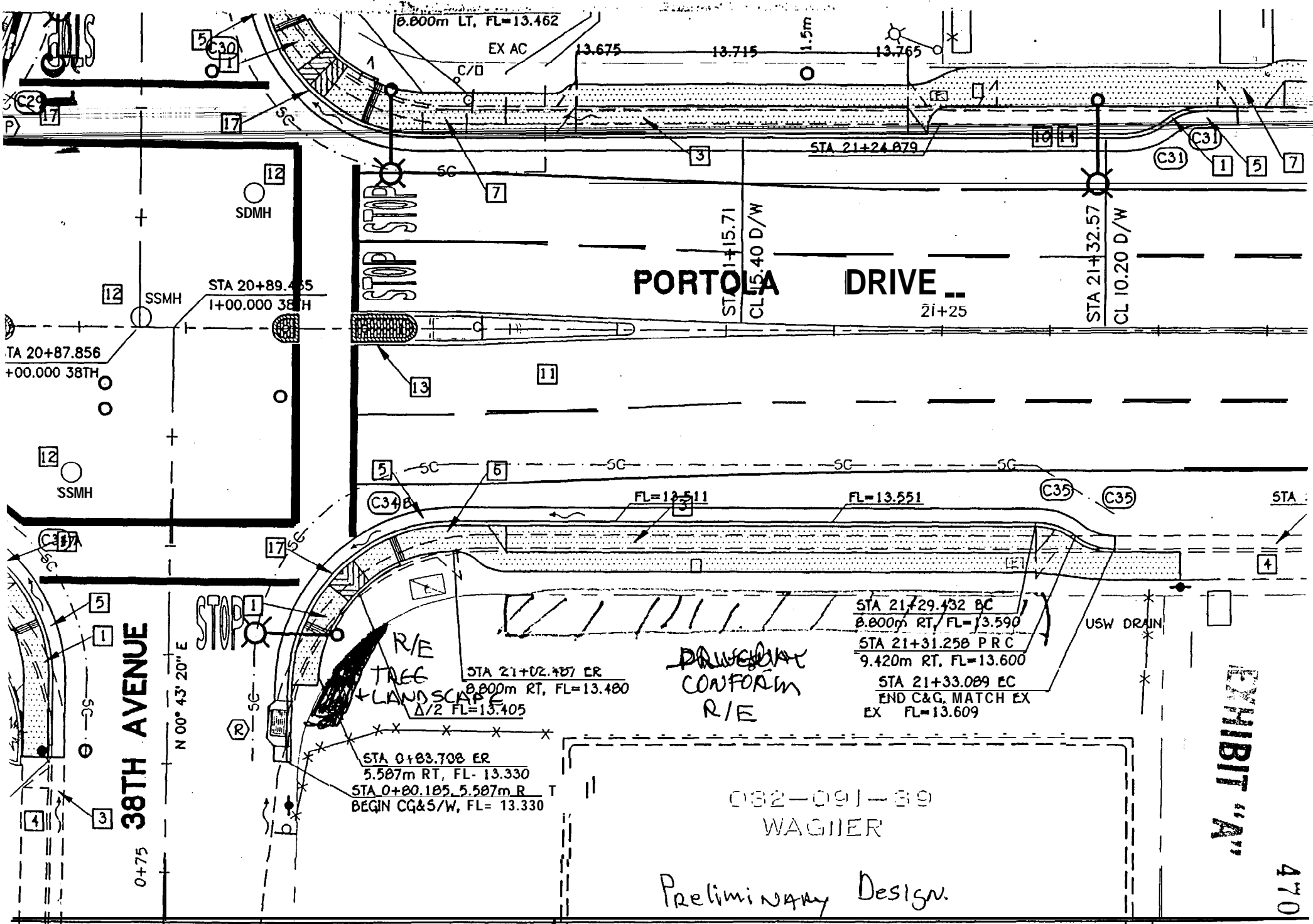
By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

M. Phyllis Wagner  
M. Phyllis Wagner  
Kenneth Harper DeFrees  
Kenneth Harper DeFrees

By: S. Torres For  
7-20-99  
SAMUEL TORRES, JR.  
Chief Assistant County Counsel

COUNTY

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



SHEET NAME:

William F. O'Neill  
Dana M. O'Neill

Property No.: 39  
APN: 033-141-23  
PROJECT: PORTOLA DRIVE/41ST AVE.  
IMPROVEMENT PROJECT

471

(SELLERS)

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 WILLIAM F. O'NEILL AND DANA M. O'NEILL, 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 at 860 41st Avenue in the County of Santa Cruz (APN 033-141-23), 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 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 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. 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

51

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 property rights are being granted. This shall include, but is not limited to, temporary placement of dirt, materials and equipment, forming of sidewalks and installation of bus shelters. It is understood and agreed that the premises will be left in a clean and orderly condition.

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 \_\_\_\_\_, 199\_\_\_\_, and the SELLERS have executed this agreement as of the 8<sup>th</sup> day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

By: D. M. Torres FC  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

COUNTY

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

[Signature]  
William F. O'Neill  
[Signature]  
Dana M. O'Neill  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"****O'NEILL****APN 033-141-23**

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

Being an easement for sidewalk and pedestrian purposes over a portion of the land conveyed to William F. O'Neill and Dana M. O'Neill by that deed recorded March 20, 1986 in Volume 3955 of Official Records of Santa Cruz County at Page 310, and more particularly described as follows:

Beginning at the southwesterly corner of said land of O'Neill; thence from said point of beginning along the westerly boundary of said land North 0° 11' West 3.00 feet; thence leaving said westerly boundary South 33° 52' 24" East 3.61 feet to a point on the southerly boundary of said land; thence along said southerly boundary South 89° 49' West 2.00 feet to the point of beginning.

Containing 3 square feet, more or less.

RHN:bbs

Mitchell Conard  
Yong Jiung Conard  
(SELLERS)

Property No.: 42  
APN: 032-082-40  
PROJECT: PORTOLA DRIVE/41ST AVE.  
IMPROVEMENT PROJECT 474

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 7 day of July, 1997, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MITCHELL CONARD AND YONG JIUNG CONARD, 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 a Right-of-Entry covering the property located at 3600 Portola Drive in the County of Santa Cruz (APN 032-082-40), 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 SELLERS the sum of \$100.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by Right-of-Entry 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. 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. 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 7 day, of July 1999; and the SELLERS have executed this agreement as of the 7 day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Mitchell Cobard  
Mitchell Cobard  
Yong Jiung Conard  
Yong Jiung Conard

By: Samuel Torres, Jr.  
SAMUEL TORRES, JR. 7-20-99  
Chief Assistant County Counsel

COUNTY

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

PRELIMINARY SITE PLAN: PLEASURE POINT IMPROVEMENT PROJECT

STA 19+01.103  
1+00.000 36TH

19  
51

36TH AVENUE

0+75

N 00° 51' 50" E

STOP

STA 0+00.562, 5.506m RT, FL=12.430  
BEGIN CG&S/W, FL=12.430

Δ/2 FL=12.549 EX AC WALK

STA 0+04.195 CR  
5.506m RT, FL=12.474

STA 0+03.200 GB  
5.506m RT, FL=12.430

STA 19+12.639 ER  
7.534m RT, FL=12.623

CONARD

ABOUT 13 FT. Right of Entry for driveway conform

DRIVEWAY PER  
EXISTING DRIVEWAY

EXISTING CURBLINE

NEW SIDEWALK