



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

0433

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

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: September 21, 1999

September 9, 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 nine 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.

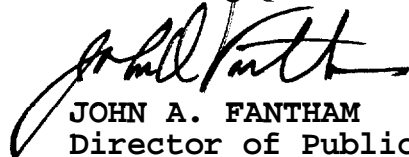
It is recommended that the Board of Supervisors take the following action:

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;

771

2. Approve payment of claims for the contracts.

Yours tr3ly,



JOHN A. FANTHAM
Director of Public Works

pap

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

copy to: Public Works Department
Redevelopment Department

435

22

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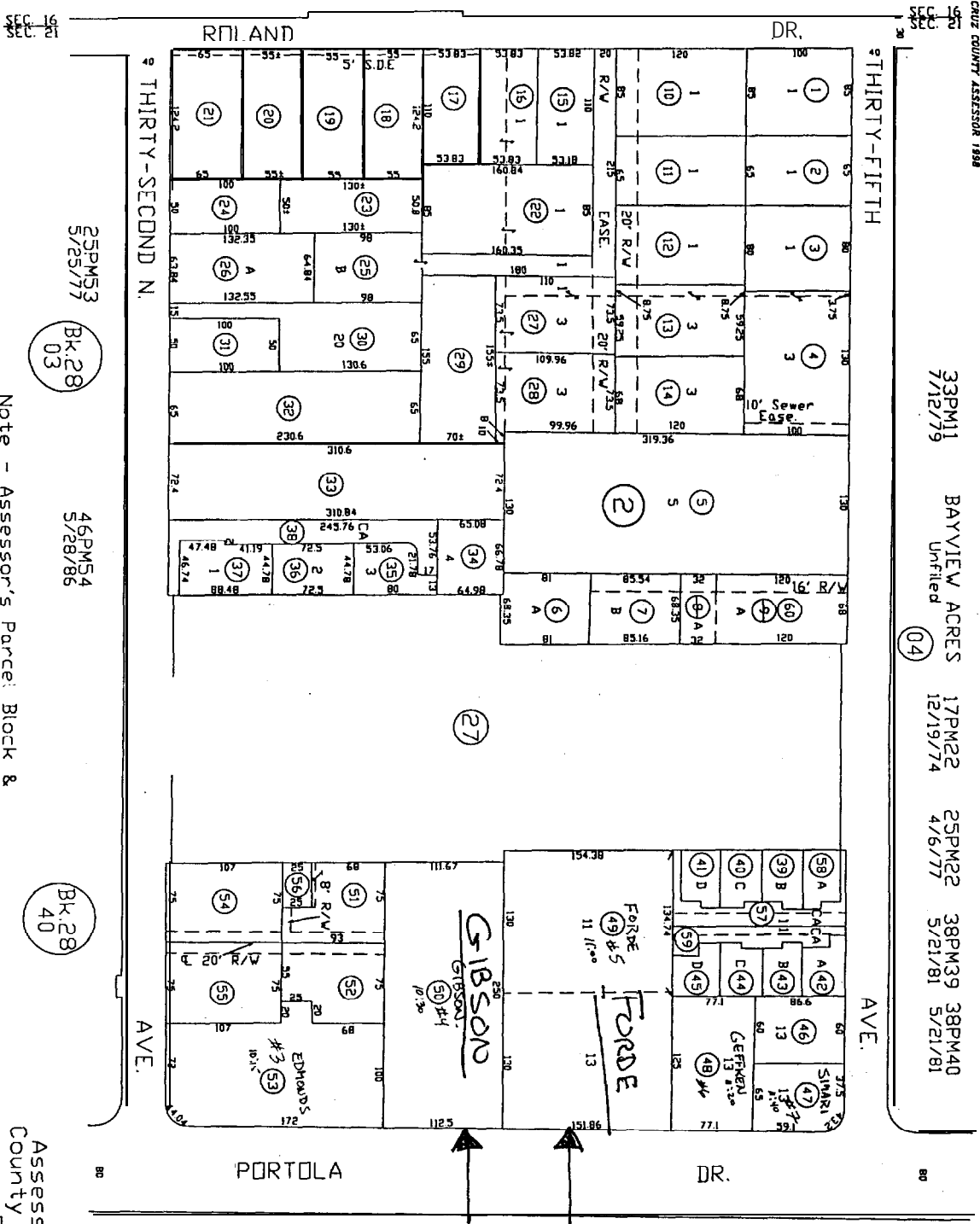
POR. RANCHO ARROYO DEL RODEO
N.E. 1/4 SEC. 21, T.11S., R.1W., M.D.B. & M.

Tax Area Code
82-040

32-03

33PM11 BAYVIEW ACRES 17PM22 25PM22 38PM39 38PM40
7/12/79 Unfiled 12/19/74 4/6/77 5/21/81 5/21/81

(04)



25PM53
5/25/77
Bk.28
03

46PM54
5/28/86

Bk.28
40

Note - Assessor's Parcel Block &

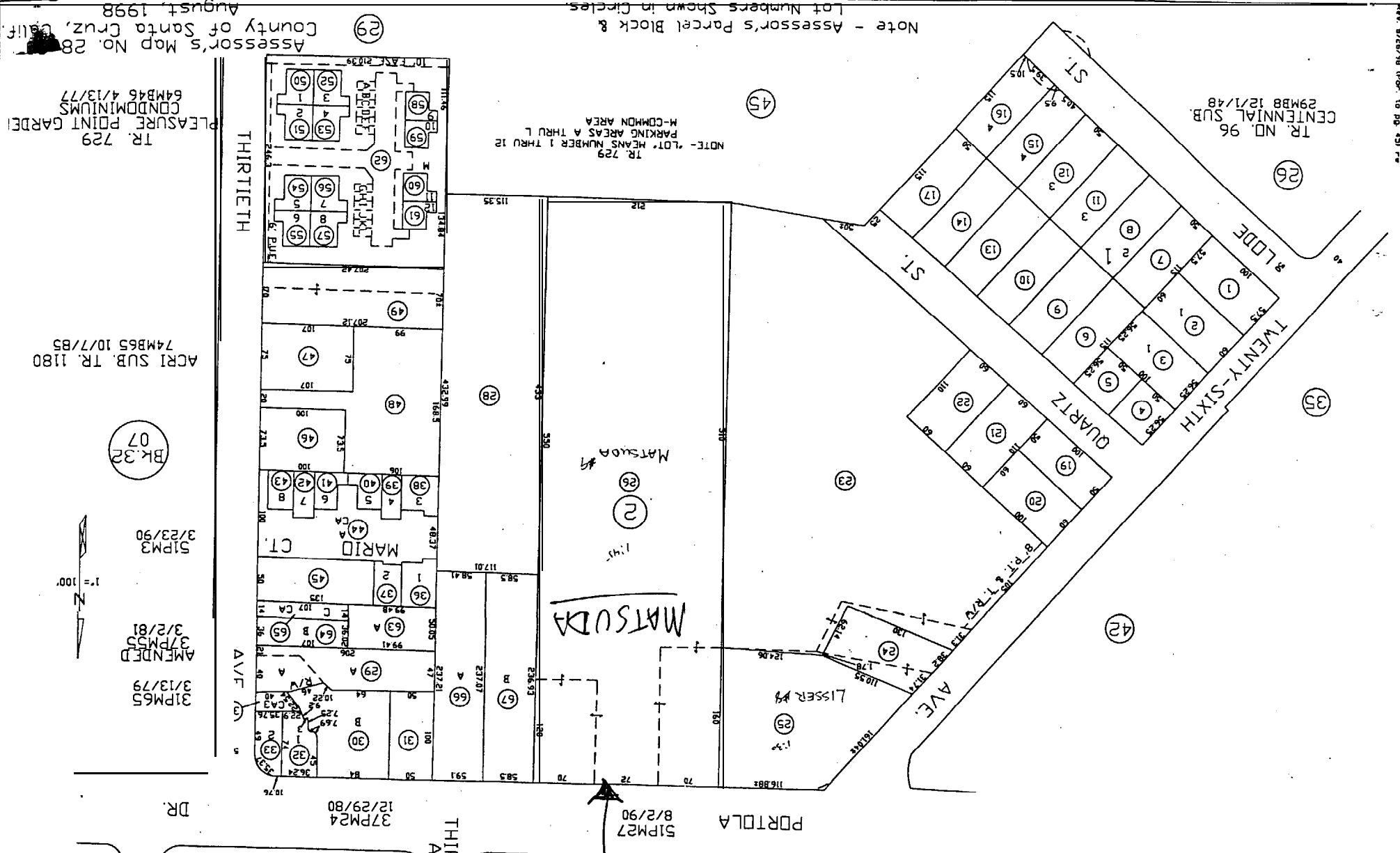
Assessor's Map No. 32-03
County of Santa Cruz, Calif
Printed: 1998

electronically Redrawn 10/15/98 rw

POR. RANCHO ARROYO DEL RODEO
 SEC. 21, T11S, R14W, M.D.B. & M. 09

Tax Area Code
 82-040 39

28-20



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

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

TR. NO. 96
 CENTENNIAL SUB.
 29MB88 12/1/48

TR. 729
 NOTE - LOT MEANS NUMBER 1 THRU 12
 PARKING AREAS A THRU L
 M-COMMON AREA

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

72

137

52MB3
8/28/75

94RS5
4/30/98

8225

BY 20

THIRTIETH

AVE.

PORTOLA (03)

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

DR
④

CC /

Tax Area Code
82-040

$$1' = \frac{1}{100''}$$

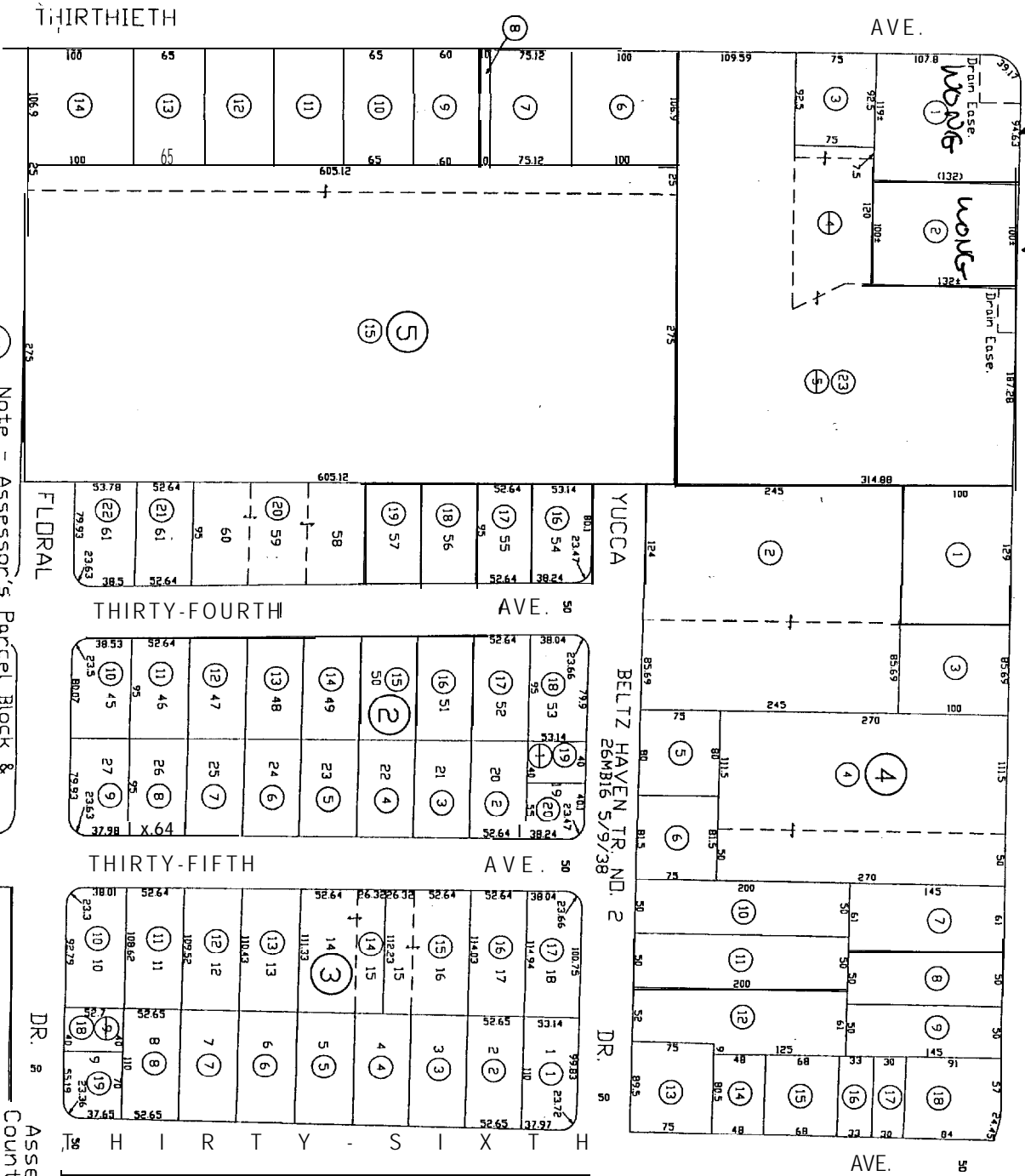
87RS2B
12/6/93



11

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

DR. 5
Assessor's Map No. 32-07
County of Santa Cruz, Calif
October, 1998



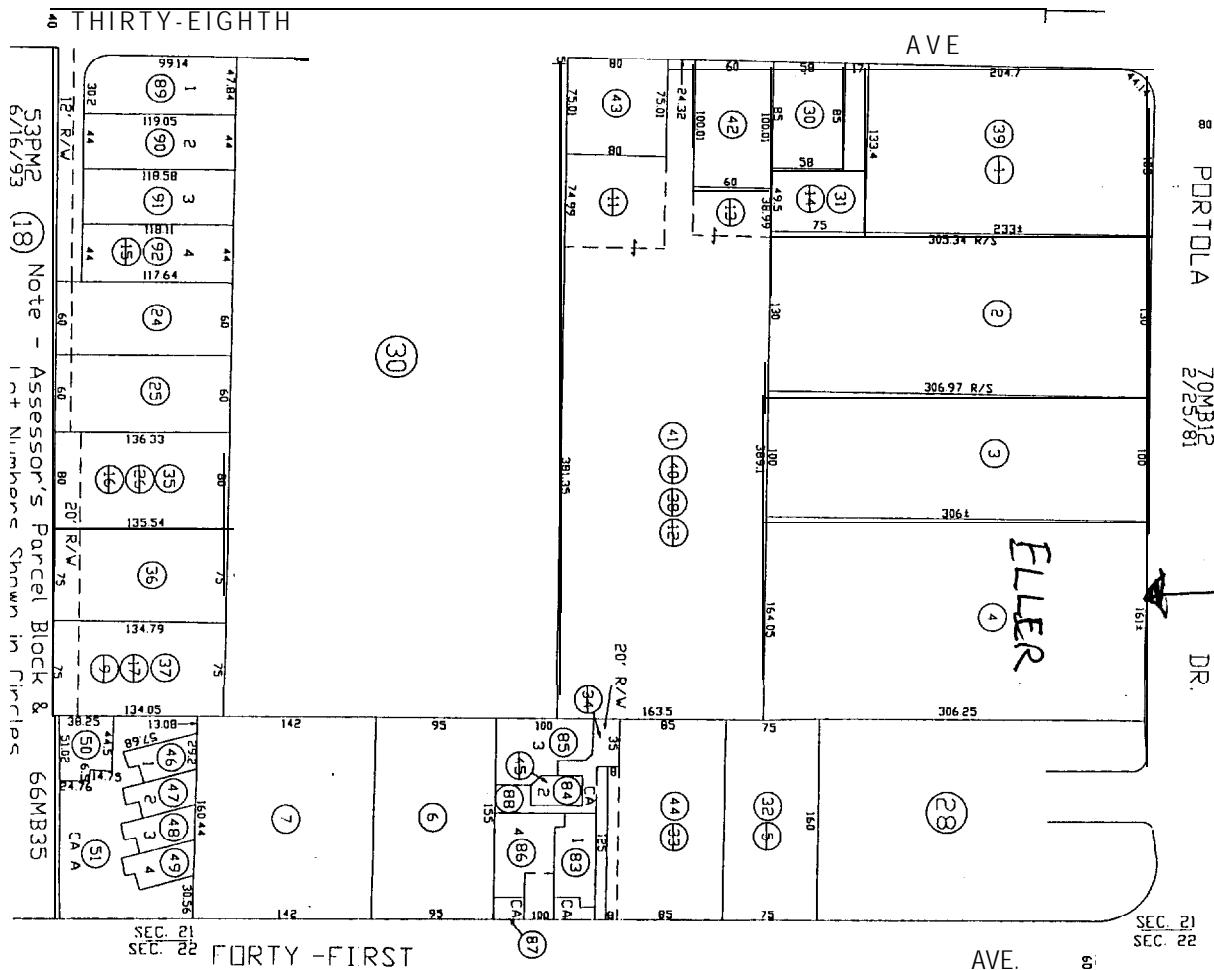
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FOR RANCHO ARROYO DEL RODEO
 NE. 1/4 SEC. 21, T.11S, R.1W, M.D.B. & M.

Tax Area Code
 96-103

32-09

electronically Redrawn 10/27/98 re
 v. 10/27/98 (Per. to pg. 30 & 31) re



53PM2 (18) Note - Assessor's Parcel Block & 66MB35
 6/16/93 1st Number Shown in Circles

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

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

OPAL CLIFF DR.

COURT DR.

48PM24
 9/11/87

Bk. 33
 16

1" = 100'

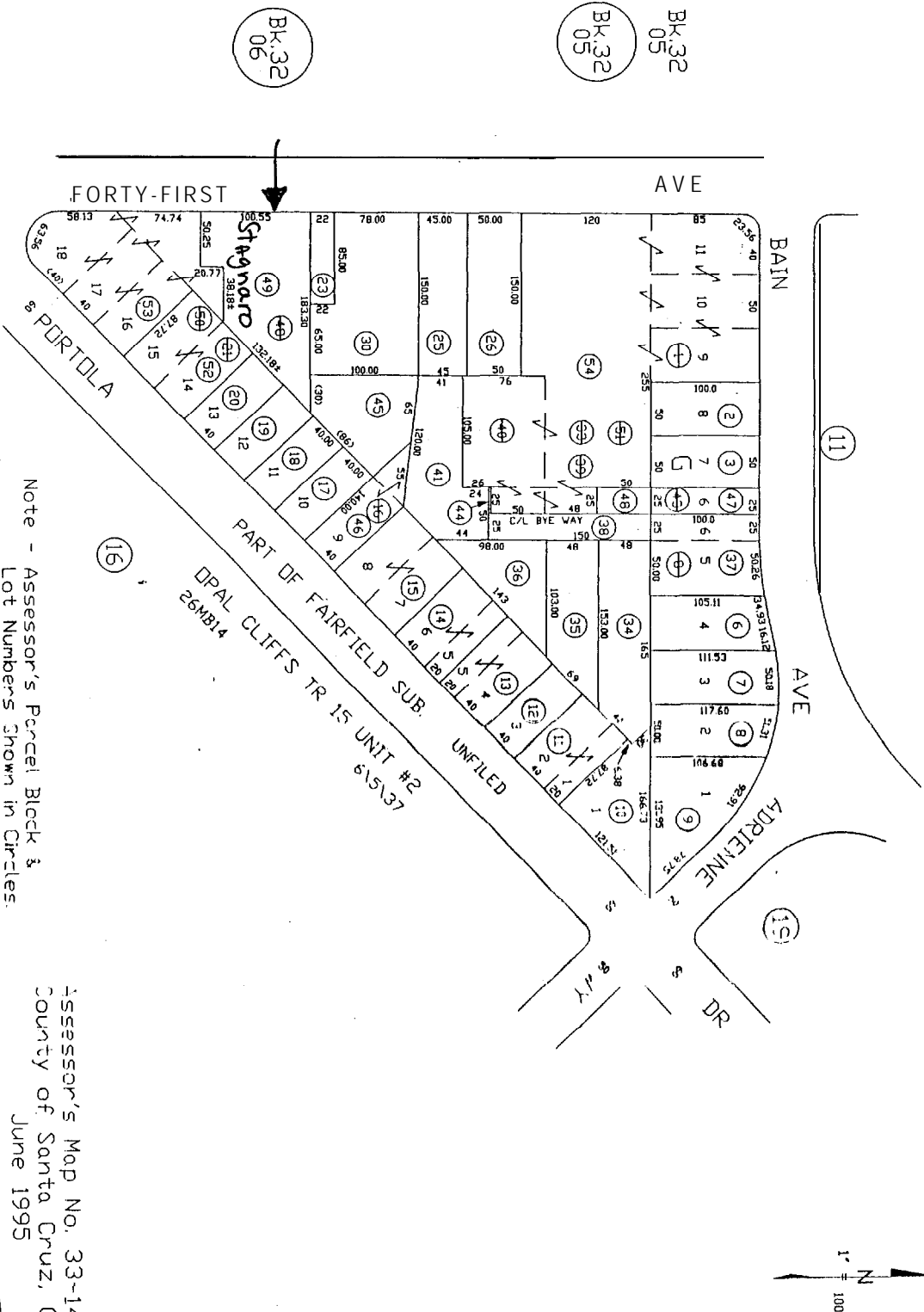
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PDR, RNAHCO ARROYO DEL RUIZ
SEC. 22, T.11S., R.1W. M.D.B.&M. PROJECTED

Tax Area Code
96-100

33-14

Electronically drafted 6/2/95 kso
Rev 11/29/95 CB (Cor)
Rev 2/12/97 CB (Cor)
Rev 4/9/98 GG (CA consolidation)
Rev 9/24/98 GG (Cor. cancel. APN 40)



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

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

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

Tax Area Code
 96-103

32-05

GLADYS AVE.

Bk. 33
 11

BAIN AVE.

Bk. 33
 14

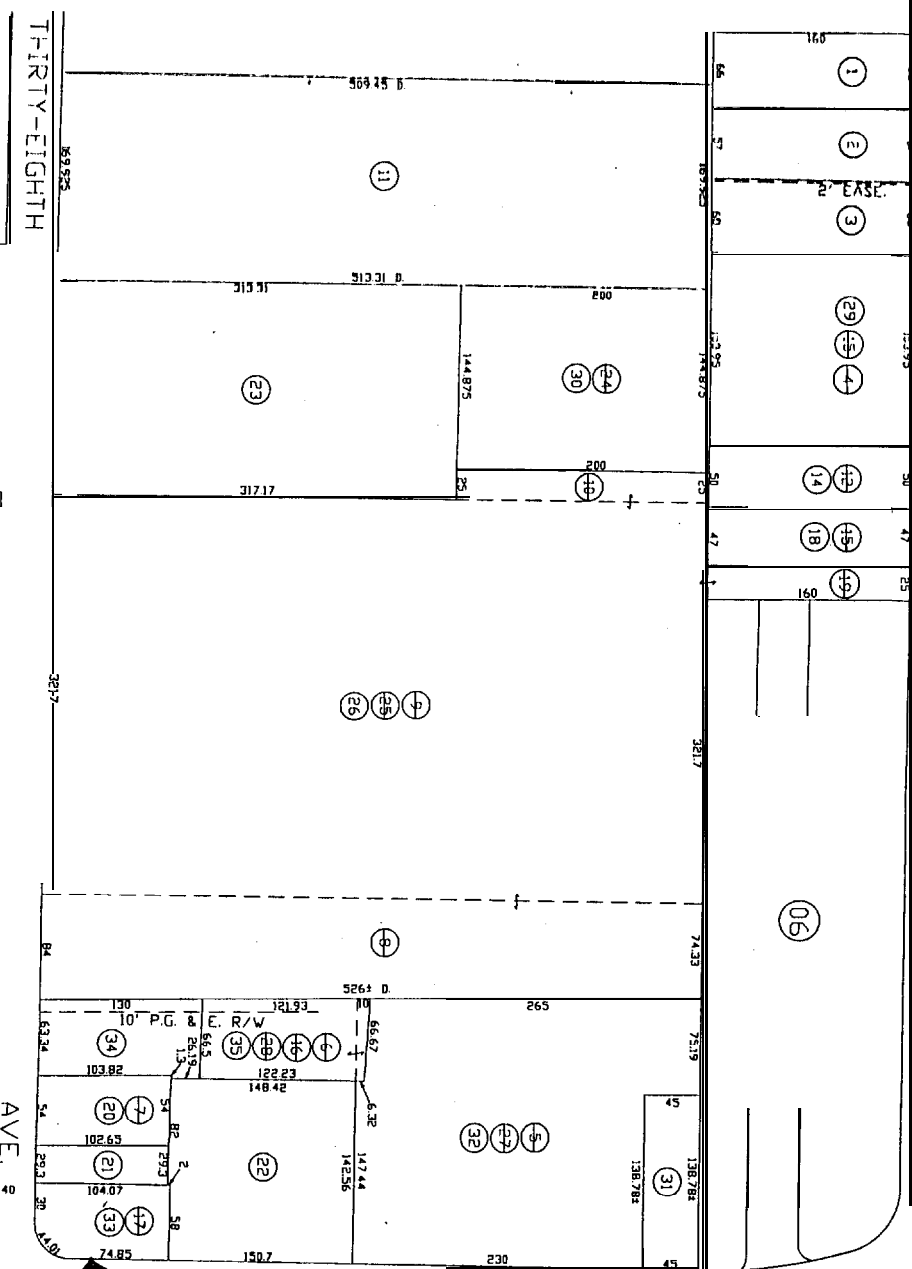
SBMB24
 5/16/73

SEC. 32

FORTY-FIRST

AVE. 9

SEC. 21



PORTOLA DR.

Rodene Meyer

AVE. 9

THIRTY-EIGHTH

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

0442

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>
032-032-50	Jeannine Marie Gibson	\$800.00
032-032-49	E.M.T. Forde	\$700.00
028-202-26	Matsuda Enterprises	\$400.00
032-075-01 & 02	Kong Y. Wong, Gim Young, Dorothy K. Young	\$1,150.00
032-081-50	Lucas J. Zaballos, Evelyn S. Zaballos, Geraldine Angela Zaballos	\$100.00
032-091-04	Walter Eller, Dorothy Eller	\$600.00
033-141-49	Janet Stagnaro, Thomas Stagnaro, Cottardo Stagnaro, Martin Drobac	\$600.00
032-051-33	Edward E. Rodemeyer, Bonita L. Rodemeyer	\$100.00
032-082-41	Katy Jenkins	\$600.00

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:

Samuel T. [Signature] 9/9/99
Assistant County Counsel

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

Property No.: 4
APN: 032-032-50

0544

Jeannine Marie Gibson,
Successor Trustee
(Sellers)

Project: Portola Drive Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 2nd day of August, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JEANNINE MARIE GIBSON, SUCCESSOR 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 **Easement Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 3301 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 \$800.00 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 l a w .

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 3rd day of August 9 .

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae 9/18/95
DANA McRAE
Assistant County Counsel

Robert LaRay Gibson, Trustee

Jeannine Marie Gibson, Trustee

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

EXHIBIT "A"**GIBSON**

. APN 032-032-50

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

Being an easement for bus shelter purposes over a portion of the land conveyed to the 1993 Gibson Family Trust by that deed recorded August 24, 1994 in Volume 5559 of Official Records of Santa Cruz County at Page 132, and more particularly described as follows:

Being a strip of land 6.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Gibson, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Gibson, **from** which the southeasterly comer thereof lies 47.00 feet distant; thence continuing westerly along said boundary 12.00 feet.

Containing 72 square feet, more or less.

RHN:rw

Property No.: 5

0447

APN: 032-032-49

E.M.T. Forde
(Sellers)

Project: Portola Drive Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 27 day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and E.M.T. FORDE 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 3315 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 \$700.00 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 27 day of July, 1999; and SELLERS have executed this agreement as of the 27 day of JULY, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

E.M.T. Forde 27 July 1999
E.M.T. Forde

APPROVED AS TO FORM:

By: Dana McRae 9/9/99
DANA MCRAE
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

EXHIBIT "A" FORDE

APN 032-032-49

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 E. M. T. Forde by that deed recorded June 27, 1990 in Volume 4694 of Official Records of Santa Cruz County at Page 608, 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 Forde, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Forde, from which the southeasterly corner thereof lies 80.00 feet distant; thence continuing westerly along said boundary 47.00 feet.

Containing 47 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 Forde, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Forde, from which the southeasterly corner thereof lies 15.00 feet distant; thence continuing along westerly along said boundary 47.00 feet.

Containing 47 square feet, more or less.

RHN:rw

Property No.: 9

APN: 028-202-~~726~~

Matsuda Enterprises
(Sellers)

Project: Portola Drive Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 20 day of August, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MATSUDA ENTERPRISES 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 2630 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 \$400.00 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

774

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. **Excepting the sole negligence of the owners of said property and excepting defects in the premises which existed as of the date of the execution of this contract for which this indemnification was requested, the County of Santa Cruz shall defend, indemnify, and hold owners of said property harmless from and against all claims, damages, losses, and suits for injuries, including death, to any person or property arising from or caused by the County's above named Project.**

9. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the County has caused this contract to be
duly executed as of the _____ day of _____, 1999; and SELLERS
have executed this agreement as of the 20th day of August 9 9 .

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

[Signature]
Matsuda Enterprises

APPROVED AS TO FORM:

By: [Signature] 9/8/99
DANA McRAE
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

D:\WPW\PORTOLA\CONTRACT.EAS

MATSUDA ENTERPRISES

6453

APN 028-202-26

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

Being an easement for bus shelter purposes over a portion of Parcel Two of the land conveyed to Matsuda Enterprises by that deed recorded September 12, 1995 in Volume 5727 of Official Records of Santa **Cruz** County at Page 858, and more particularly described as follows:

Being a strip of land 1.50 feet wide, the northerly boundary of which is the northerly boundary of said land of Matsuda Enterprises, and more particularly described as follows:

Beginning at a point on the northerly boundary of said land of Matsuda, **from** which the northwesterly comer thereof lies 34.00 feet distant; thence continuing easterly along said boundary 12.00 feet.

Containing 18 square feet, more or less.

RHN:rw

MTR

77

Property No.: 10 & 11

0454

APN: 032-075-01 & 07

Kong Y. Wong
Gim & Dorothy Young
(Sellers)

Project: Portola Drive Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 27 day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called ~~COUNTY~~, and KONG Y. WONG, GIM YOUNG, AND DOROTHY K. YOUNG 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 3100 & 3150 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 **\$1,150.00** 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. (455)

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 27th day of July 9 9 .

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae 9/9/99
DANA McRAE
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

KONG Y. WONG
Kong Y. Wong
Gim Young
Gim Young
Dorothy K. Young
Dorothy K. Young

(SELLERS)

EXHIBIT "A"**WONG****APN 032-075-01**

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 Kong Y. Wong, Trustee, by that deed recorded May 3, 1994 in Volume 5499 of Official Records of Santa Cruz County at Page 863, 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 Wong, and more particularly described as follows:

Beginning at the northeasterly corner of said land of Wong; thence westerly along said northerly boundary 5.00 feet.

Containing 5 square feet, more or less.

RHN:rw

EXHIBIT "A"

WONG

C457

APN 032-075-02

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

Being an easement for sidewalk, pedestrian, retaining wall and bus shelter purposes over a portion of Parcel Two of the land conveyed to Kong Y. Wong, Trustee, by that deed recorded May 3, 1994 in Volume 5499 of Official Records of Santa **Cruz** County at Page 863, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Wong; thence along the northerly boundary said land South 89° 55' East 92.00 feet; thence leaving said boundary South 0° 05' West 5.50 feet; **thence North 89° 55' West 12.00 feet**; thence North 0° 55' East 4.50 feet; thence North 89° 55' West 80.00 feet to a point on the westerly boundary of said land of Kong; thence along said westerly boundary North 0° 10' West 1.00 feet to the point of beginning.

Containing 146 square feet, more or less.

RHN:rw

WRR

Lucas J. Zaballos
Evelyn S. Zaballos
Geraldine Angela Zaballos
(SELLERS)

Property No.: 31
APN: 032-081-50
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 **LUCAS J. ZABALLOS, EVELYN S. ZABALLOS AND GERALDINE ANGELA ZABALLOS**, 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 3750 Portola Drive in the County of Santa Cruz (APN 032-081-50), 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.

0459

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 3rd day or August 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

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

Lucas J. Zaballios
Lucas J. Zaballios

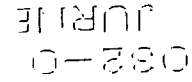
Evelyn S. Zaballios
Evelyn S. Zaballios

Geraldine Angela Zaballios
Geraldine Angela Zaballios

COUNTY

By: _____

JOHN A. FANTHAM
Director of Public Works



032-081-50
ZABALLOS

082-081-55
McCASTLE
12.920

$$\begin{array}{r} 1.010 \\ 1.010 \\ \hline 12.965 \\ 30 \\ \hline 12.920 \\ \hline \end{array}$$

Right of Entry Area

3X CONC WALK

2.0m

20+50

20+25

```

A
BUS STOP
H BENCH
:LOCATE

```

The site plan shows the intersection of Highway 101 and Highway 102. Highway 101 is a multi-lane road with a center turn lane. Highway 102 is a two-lane road. The proposed bus stop is located on the north side of Highway 101, adjacent to the intersection. The plan includes labels for 'EX AC' (Existing Arterial Corridor), 'PROPOSED', and 'BUS STOP'. It also shows 'TREE' locations and a 'BUS STOP' sign. A north arrow is present in the upper right corner.

Walter Eller
Dorothy Eller

(SELLERS)

Property No.: 33
APN: 032-091-04
PROJECT: PORTOLA DRIVE/41ST AVE.
IMPROVEMENT PROJECT

0461

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 17th day of August, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **WALTER ELLER AND DOROTHY ELLER**, 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 3912 Portola Drive in the County of Santa Cruz (APN 032-091-04), 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 \$600.00 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

from said date.

0462

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. It is agreed and confirmed by the parties hereto that the COUNTY shall construct the old style bus shelter per SELLERS' request. This shall include matching the tile on the roof of the structure to that of the existing buildings on SELLERS' property. The COUNTY shall also paint the support posts white. The COUNTY shall replace the brick walkway that will be removed for the shelter construction.

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 17th day of August 1999; and the SELLERS have executed this agreement as of the 17th day of August, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

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

Walter Eller
Walter Eller

Dorothy Eller
Dorothy Eller

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

ELLER

APN 032-091-04

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

Being an easement for bus shelter purposes over a portion of the land conveyed to Walt Ernest Eller and Dorothy Mary Eller by that deed recorded July 5, 1974 in Volume 2424 of Official Records of Santa Cruz County at Page 361, and more particularly described as follows:

Being a strip of land 3.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Eller, and more particularly described as follows:

Beginning at a point on the northerly boundary of said land of Eller, from which the northwesterly corner thereof lies 16.00 feet distant; thence continuing westerly along said boundary 20.00 feet.

Containing 60 square feet, more or less.

RHN:bbs

ELLERB

Property No.: 3 7

464

APN: 033-141-49

Janet, Thomas, & Cottardo
Stagnaro, & Martin Drobac
(Sellers)

Project: Portola Drive-41st Ave
Road Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 21 day of July, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JANET STAGNARO, THOMAS STAGNARO, COTTARDO STAGNARO, & MARTIN DROBAC 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 81041st Avenue 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. 0465

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 21st day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHTINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae 9/9/99
DANA McRAE
Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

Janet Stagnaro
Janet Stagnaro
Thomas Stagnaro
Thomas Stagnaro
Cottardo Stagnaro
Cottardo Stagnaro
Martin Drobac
Martin Drobac

(SELLERS)

EXHIBIT "A"**STAGNARO**

APN 033-141-49

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 Janet Stagnaro, et al. by that deed recorded July 3 1, 1997 in Document Number 1997-0034661 of Official Records of Santa Cruz County, and more particularly described as follows:

Beginning at the northwesterly comer of said land of Stagnaro; thence ~~from~~ said of point of beginning along the northerly boundary of said land North $89^{\circ} 49'$ East 4.50 feet; thence leaving said northerly boundary South $0^{\circ} 11'$ East 12.00 feet; thence South $27^{\circ} 00'$ West 5.47 feet; thence South $0^{\circ} 11' 00''$ East 23.13 feet; thence South $89^{\circ} 49'$ West 2.00 feet to a point on the westerly boundary of said land of Stagnaro; thence along said westerly boundary North $0^{\circ} 11'$ West 40.00 feet to the point of beginning.

Containing 116 square feet, more or less.

RHN:bbs

STAB

Edward Rodemeyer
Bonita Rodemeyer
(SELLERS)

APN: 32-051-33
Project: PORTOLA DRIVE & 41ST AVE
ROAD IMPROVEMENT PROJECT

0467

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 24 day of JULY, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **EDWARD E. RODEMEYER, JR.**, and **BONITA L. RODEMEYER**, 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 3801 Portola Drive in the County of Santa Cruz (APN 32-051-33), 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 24th day of July, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Edward E. Rodemeyer, Jr.
Edward E. Rodemeyer, Jr.

APPROVED AS TO FORM:

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

Bonita L. Rodemeyer
Bonita L. Rodemeyer

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

AGREEMENT TO EXPIRE ON 1 JUNE 2000
OR AT COMPLETION OF SIDEWALK PROJECT
WHICH EVER COMES FIRST

EXHIBIT "A"

RIGHT OF ENTRY

C469

Property No. 22
APN: 32-051-33

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


Edward E. Rodemeyer, Jr.


Bonita L. Rodemeyer
Grantor(s)

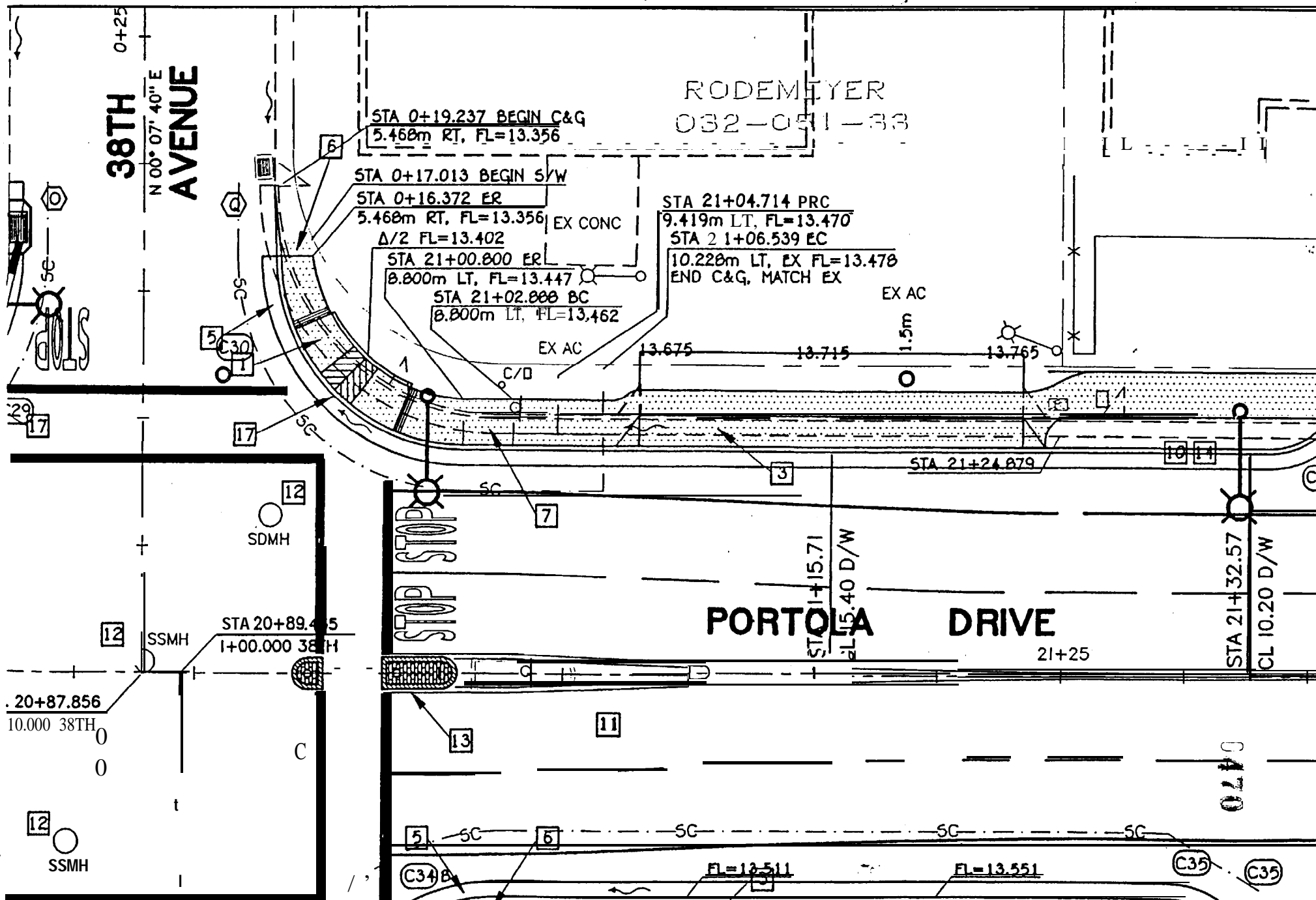
ACCEPTED:
County of Santa Cruz

Director of Public Works

Property Address:

3801 Portola Drive
Santa Cruz, CA

EXHIBIT "A"



Katy Jenkins
(SELLERS)

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

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 9 day of AUGUST, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and KATY 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 3690 Portola Drive in the County of Santa Cruz (APN 32-082-41), 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 9th day of 1 August 9 9 .

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER"
Chief, Real Property Division

Katy C. Jenkins
Katy Jenkins

APPROVED AS TO FORM:

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

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

EXHIBIT "A"

0473

MILLER

APN 032-082-41

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

Being an easement for bus shelter purposes over a portion of the land of Janet Miller, and more particularly described as follows:

Being a strip of land 5.00 feet in width, the northerly boundary of which is the northerly boundary of said land of Miller, and more particularly described as follows:

Beginning at a point on said northerly boundary of said land of Miller, from which the northwesterly corner thereof lies 22.00 feet distant; thence continuing easterly along said boundary 12.00 feet.

Containing 60 square feet, more or less.

RHN:bbs

MILLB