



JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

0755

## DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(831) 454-2331 FAX (831) 454-2385 TDD (831) 454-2123

SCOTT C. LOICHINGER  
CHIEF REAL PROPERTY AGENT

AGENDA: DECEMBER 14, 1999

December 2, 1999

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

SUBJECT: PORTOLA DRIVE AND 41ST AVENUE ROAD IMPROVEMENT PROJECT  
ASSESSORS PARCEL NUMBER 032-281-01

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 easement and temporary right of entry.

The attached contract provides for the acquisition of the necessary easement and temporary access rights along the front of the subject parcel required for the completion of the above mentioned road project. The required property area is located along the 41st Avenue frontage and will allow for the installation of a new bus shelter (see attached map). The settlement amount for the property interests acquired is shown in the attached Resolution and is based on a departmental appraisal. This amount is considered fair and reasonable for the real property interests being acquired and represents 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 contract and authorize the Director of Public Works to sign said document on behalf of the County;

2. Approve payment of claim for the contract.

Yours truly,



JOHN A. FANTHAM  
Director of Public Works

jsk

Attachments

RECOMMENDED FOR APPROVAL:



\_\_\_\_\_  
County Ministerial Officer

copy to: Public Works Department  
Redevelopment Department

1041 41ST AVENUE

Bus Shelter  
Easement - 60 SF

APN 032-281-01

7642  
x 18014  
C/O

SIDEWALK



**49 41ST AVENUE**

13+75

0751

N 00° 11' 00" W

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0758

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 document attached hereto and hereinafter referred to, and

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

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

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

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
032-281-01	Donald J. Gerig Cathy Gerig	\$600.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of claim for the above listed contract payable to the above listed Grantors in the amount 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

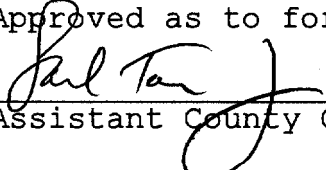
NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of said Board

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

Approved as to form:

  
\_\_\_\_\_  
Assistant County Counsel

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

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Property No.: 41B

APN: 032-281-01

Donald & Kathy Gerig

(Sellers)

Project: Portola Drive-41st Ave  
Road Improvement Project

0760

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 5<sup>th</sup> day of November 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY: and DONALD J. GERIG and CATHY GERIG, husband and wife as Community 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 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 1041 41st 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. 076,

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 September 10, 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 5th day of November, 1999.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae 11/30/99  
DANA McRAE  
Assistant County Counsel

COUNTY

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

Donald J. Gerig  
Donald J. Gerig  
Cathy Gerig  
Cathy Gerig

(SELLERS)

0762

**GERIG**

**APN 32-281-01**

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 Lot A as shown on the Parcel Map filed December 29, 1982, in Volume 42 of Parcel Maps at Page 22, Santa Cruz County Records, and more particularly described as follows:

Beginning at a point on the easterly line of said Lot A as shown on said Parcel Map, from which the northeasterly corner of said Lot A bears North  $0^{\circ} 10'$  West 92.46 feet; thence from said point of beginning continuing along said easterly line South  $0^{\circ} 10'$  East 12.00 feet; thence leaving said easterly line South  $89^{\circ} 50'$  West 5.00 feet; thence North  $0^{\circ} 10'$  West 12.00 feet; thence North  $89^{\circ} 50'$  East 5.00 feet to the point of beginning.

Containing 60 square feet, more or less.

RHN:bbs

GERIGB