



County of Santa Cruz 0491

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. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: MARCH 7, 2000

February 24, 2000

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

SUBJECT: PORTOLA DRIVE AND 41ST AVENUE ROAD IMPROVEMENT PROJECT
ELLER - APN: 32-041-44 & 67

Members of the Board:

The attached contract provides for the acquisition of the last of the necessary easements along the front of the subject parcels required for the completion of the above mentioned road project. All of the required easement areas are located along the Portola Drive frontage and will allow for the installation of new sidewalks, retaining walls, bus shelter and other roadside improvements (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.

Funds for this acquisition are available in the Live Oak Transportation Improvement fund with your Board's approval.


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 the attached Resolution accepting unanticipated revenue from the Live Oak Transportation Improvement Fund to the Road Fund in the amount of \$16,822.20.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
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3. Approve payment of claim for the contract.

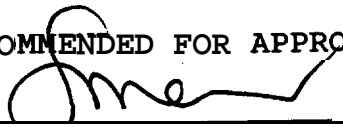
Yours truly,


for 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

0493

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Live Oak Transportation Improvement Fund for the road construction program; and

WHEREAS, the County is a recipient of funds in the amount of \$16,822.20 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$16,822.20 into Public Works Department

Index No. 621100 Revenue Subobject No. 1582

and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
621100	3590		DPW Services (4009 1)	\$16,822.20

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Thomas Felich
fa Department Head
Date Feb. 18, 2000

COUNTY ADMINISTRATIVE OFFICER //Recommended to Board

0 4 9 4

/-/Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of _____, 2000, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

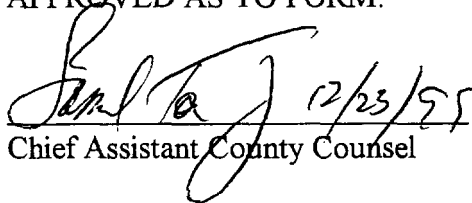
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:


Chief Assistant County Counsel

APPROVED
AS TO ACCOUNTING DETAIL:

Auditor-Controller

Distribution: Auditor-Controller
Public Works 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 an easement 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>
032-041-44 & 67	Walt Eller	\$15,870.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of the claim for the above listed contract payable to the above listed Grantor in the amount indicated above, out of the Public Works Road Fund, Sub-object 3590, 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 warrant to the above listed Grantor.

PASSED AND ADOPTED by the Board of Supervisors of the
County of Santa Cruz, State of California, this _____ day of
_____, 2000, by the following vote:

AYES: SUPERVISORS

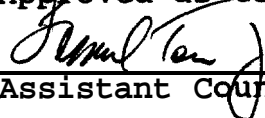
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

 2/23/00

Assistant County Counsel

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

Walt Eller
(SELLERS)

APN: 32-041-44 & 67
Project: PORTOLA DRIVE & 41ST AVE
ROAD IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 18TH day of February, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and WALT ELLER TRAILOR SALES OF MODESTO, INC, a corporation, as to an undivided one-half interest; WALT ELLER TRAILOR SALES OF MERCED, INC, a corporation, as to an undivided one-half interest, 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 a portion of the property located at 3601 Portola Drive in the County of Santa Cruz (APN 32-041-44 & 67), 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 pay the undersigned SELLERS the total sum of \$15,870.00 as specified below:

(A) Compensation to the SELLERS for the property interests described in Exhibit "A", therein (including all improvements existing thereon, except for the brick work covered under item (B)) shall be \$1,100.00, as conveyed by said Deed 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 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) Compensation to the SELLERS for all brick work to repair damage done by County's project to the existing brick retaining wall along the Portola frontage of the subject property shall be \$15,040.00.

(C) SELLERS share for the cost-share work to be done by the County on 38th Avenue is \$270.00, and is a deduction from the total compensation paid to SELLERS. County agrees to install a curb and two bollards on the subject property, as shown in Exhibit "B", attached hereto and made a part hereof.

(D) The County shall 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, SELLERS agree to execute the construction of the improvements to the easternmost Portola Drive driveway opening to the subject property as expeditiously as possible in coordination with the contractor of the County's Portola Drive Improvement Project as follows:

(A) SELLERS agree to begin construction of approximately 45 lineal feet of brick retaining wall no more than 10 days following the completion of construction of a sidewalk and retaining wall footing at the driveway opening location specified above by the County's contractor, ~~providing Sellers have been paid and received in full the sum of \$15,870.00~~ *2/28/99 J.R.*

(B) SELLERS agree to execute and complete the construction of the above mentioned brick retaining wall as expeditiously as possible, but not to exceed 10 days from the beginning of construction of said retaining wall, unless delayed by unsuitable weather or such other conditions considered unfavorable for construction as determined by the County's project engineer,

(C) The County shall, no more than 10 days following the completion of the brick retaining wall specified above, have the County's contractor backfill behind said wall and complete the conform paving of the parking lot and stripe the area behind the retaining wall for 5 new parking spaces..

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 SELLERS execute this document, 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. Payment to the SELLERS shall be promptly processed *●●●●●* *Possession and use shall not be given to the County* *2/28/99 J.R.* *\$15,870.00.*

6. 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. *SP*

7. 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 improvement;, shall be the same as the condition of said property on May 18, 1999. Business interruption to the tenants of the El Rancho Shopping Center is not expected or anticipated. However, any major impact to the business tenants of said shopping center, in which substantial loss of revenue is being incurred by the tenants, then in this case the construction activity and schedule for these improvements on the subject property will need to be modified to

reduce the impact on the shopping center tenants.

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 _____, 2000; and the SELLERS have executed this agreement as of the 18th day of February, 2000.

Walt Eller Trailor Sales of
Merced, Inc:
Walt Eller Trailor Sales of
Modesto, Inc:

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Walt Eller
Walt Eller, President.

APPROVED AS TO FORM:

By: Samuel Torres, Jr. 2/23/00
SAMUEL TORRES, JR.
Chief Assistant County Counsel

COUNTY

By: _____
JOHN A. FANTHAM
Director of Public Works

(SELLERS)

ELLER**APN 032-041-67**

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 Walt Eller Trailer Sales by that deed recorded February 15, 1974 in Volume 23 84 of Official Records of Santa Cruz County at Page 62 1, 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 Eller, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Eller, from which the southwesterly corner thereof lies 8.00 feet distant; thence continuing easterly along said boundary 3 6.00 feet.

Containing 36 square feet, more or less

Parcel B

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

Being a strip of land 3 .00 feet wide, the southerly boundary of which is the southerly boundary of said land of Eller, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Eller, from which the southwesterly corner thereof lies 155.00 feet distant; thence continuing easterly along said boundary 20.00 feet.

Containing 60 square feet, more or less.

Parcel C

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 Eller, and more particularly described as follows:

Beginning at a point on the southerly boundary of said land of Eller, from which the southwesterly corner thereof lies 380.00 feet distant; thence continuing easterly along said boundary 12.00 feet.

0501

Containing 12 square feet, more or less.

RHN:ejm

ELE

67
WEE

ELLER**APN 032-041-44**

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 Walt Eller Trailer Sales by that deed recorded February 15, 1974 in Volume 23 84 of Official Records of Santa Cruz County at Page 62 1, 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 Eller, and more particularly described as follows:

Beginning at the southeasterly corner of said land of Eller, thence continuing westerly along said southerly boundary 22.00 feet.

Containing 22 square feet, more or less.

RHN:ejm

ELRE.



EXHIBIT "B"

INSTALL 1.5m TYPE C CURB
INSTALL TWO 4" STEEL PIPE BOLLARDS
SET IN AND FILLED WITH CONCRETE.
BOLLARDS 1m EXPOSED, 600mm BURIED.
PAINT WHITE, INSTALL REFLECTORS AT TOP.

STA 0+19.237, 5.532m LT
END C&G, FL=13.320

STA 0+16.428 ER
5.532m LT, FL=13.320
END S/W

A/2 FL=13.350

STA 20+74.688 ER
8.800m LT, FL=13.350

EC
= 13.290

18" PALM

8" TREE

18088
RAD PT R=7.6M

fl=13.61

0+25

38TH

18253

END CURB 2M

LIMIT OF A

18239

18240

GO INLET FL 2M GO INLET 4M

18252

18238

ER CURB 2M
SD INLET 3M

FOR TAX PURPOSES ONLY

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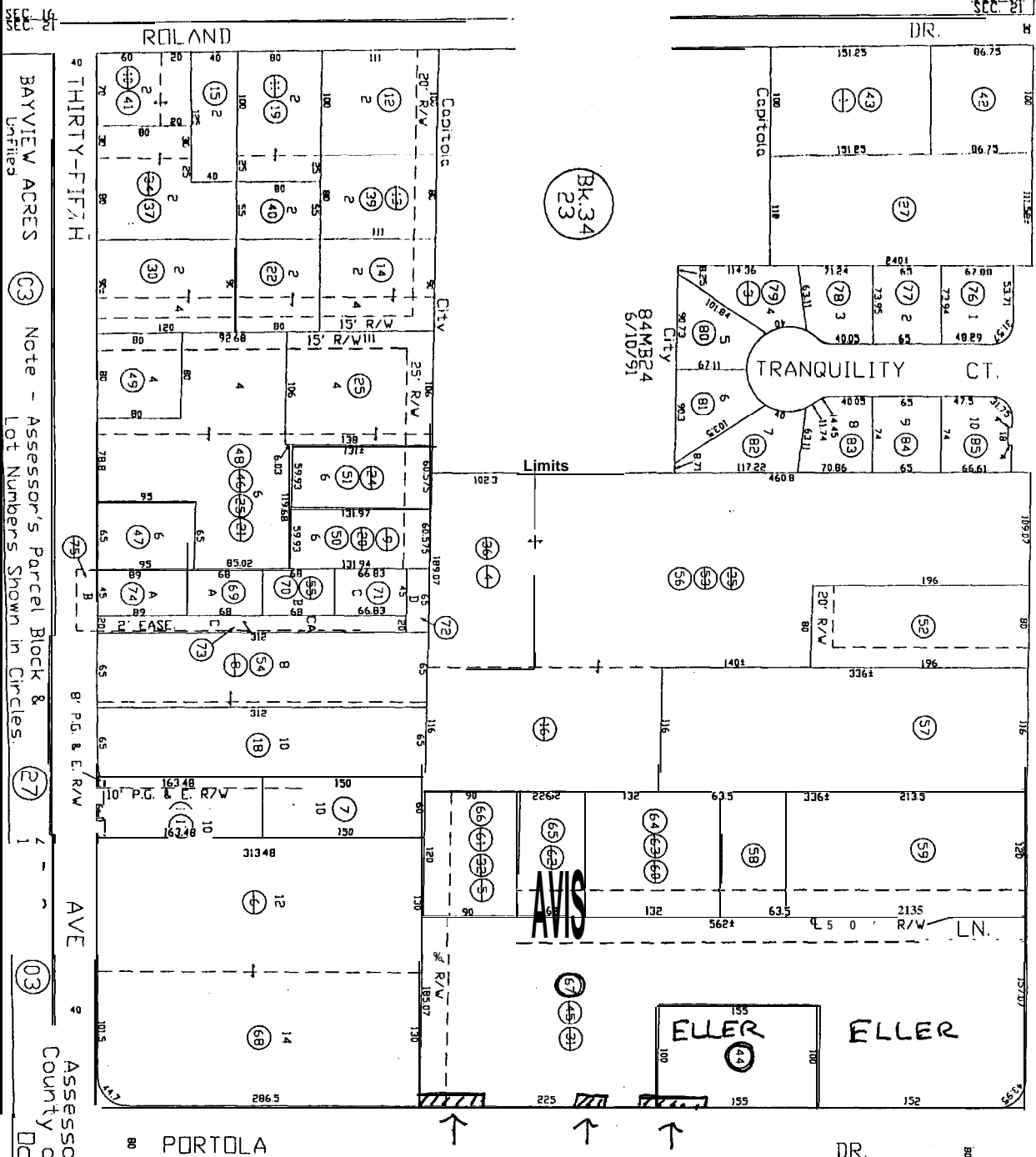
THIRTY-EIGHTH

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

05 Tax Area Code
82-040

AVE. 9

32



BAYVIEW ACRES

03

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

27

03

1

AVE

03

1

Assessor's Map No. 32-04

County of Santa Cruz, Calif.

October, 1998

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