



Counts of Santa Cruz

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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: FEBRUARY 13, 2001

February 1, 2001

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

SUBJECT: **CAPITOLA ROAD IMPROVEMENT PROJECT**
PROPERTY ACQUISITIONS

Members of the Board:

Included in the **2000/2001** Public Works and Redevelopment Agency Budgets are funds for the construction of road improvements on **Capitola Road** and for the acquisition of the required property rights.

The attached three contracts provide for the acquisition of the necessary right of way and both permanent easements and temporary construction easements along the front of three parcels required for the completion of the above mentioned road project. The required property area is located along the **Capitola Road** frontage and will allow for the installation of new sidewalks, utility relocation, street lights, storm drainage, bike lanes and changes to the **traffic** flow on **Capitola Road** (see attached site 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.

The funding for these acquisitions is being provided by the County's Redevelopment Agency. Redevelopment funds are being used because it has been determined that the improvements are of benefit to the project area in which the acquisitions are located, that no other reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's five year implementation plan. The Redevelopment Department has a letter to the Board of Directors of the Redevelopment Agency on today's agenda requesting authorization for the expenditure of **funds** necessary for these acquisitions.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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

1. Make findings that the improvements are of benefit to the project area in which the acquisitions are located, that no other reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's five year implementation plan.
2. 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;
3. Approve payment of claims for the contracts.

Yours truly,

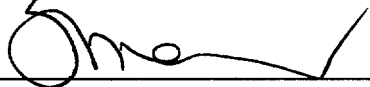


THOMAS L. BOLICH

Director of Public Works

jsk

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
CAPITOLA 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 deeds 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>
029- 142-09	Darrell L. Davis	\$ 8,100.00
	Adeline L. Davis	
026-142-18	Ray Cabrera	\$34,100.00
	Mona Claire Cabrera	
026-143-22	Gary E. Boyden	\$28,350.00

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 Santa Cruz Title Company, Escrow Numbers 09458081 (Davis), 09458035 (Cabrera), and 09458041 (**Boyden**) in the amounts indicated above, out of the Public Works Internal Service Fund, Sub-object 345 1, charged against CAMS Index No. 66006, 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 into escrow at Santa Cruz Title Company.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa **Cruz**,
State of California, this day of _____, 200 1, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:



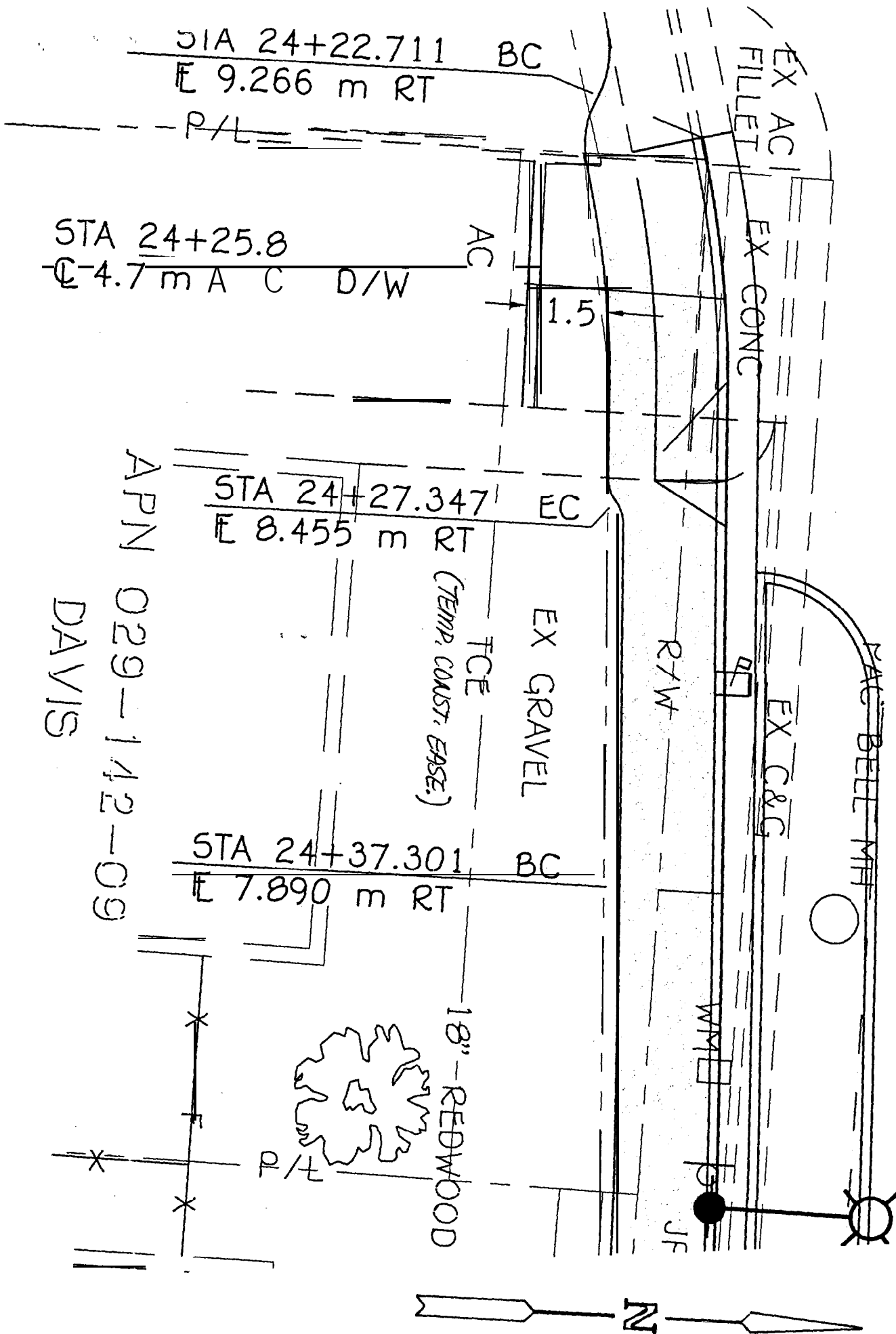
Chief Assistant County Counsel

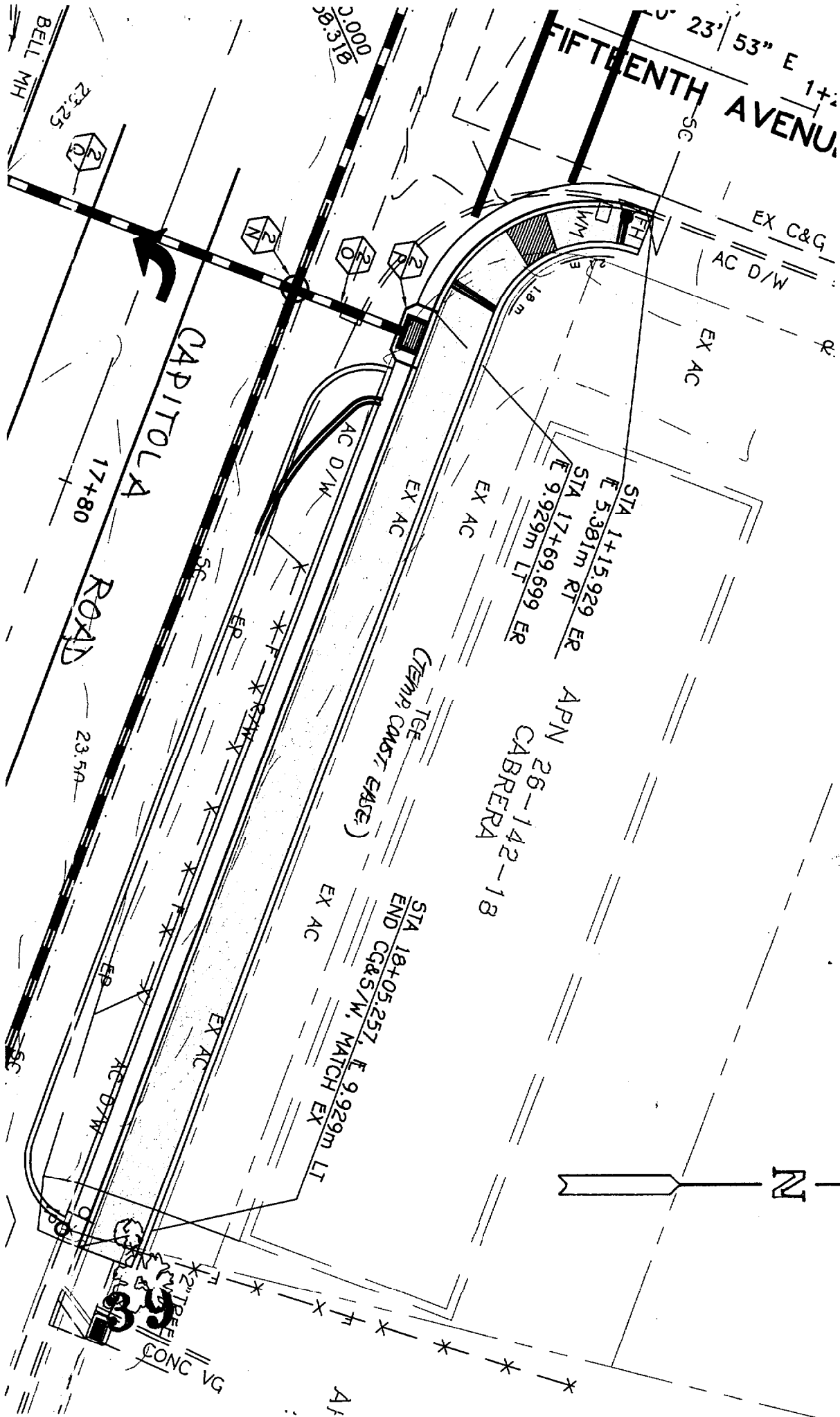
Distribution: Real Property Division
County Counsel
Auditor-Controller
Public Works

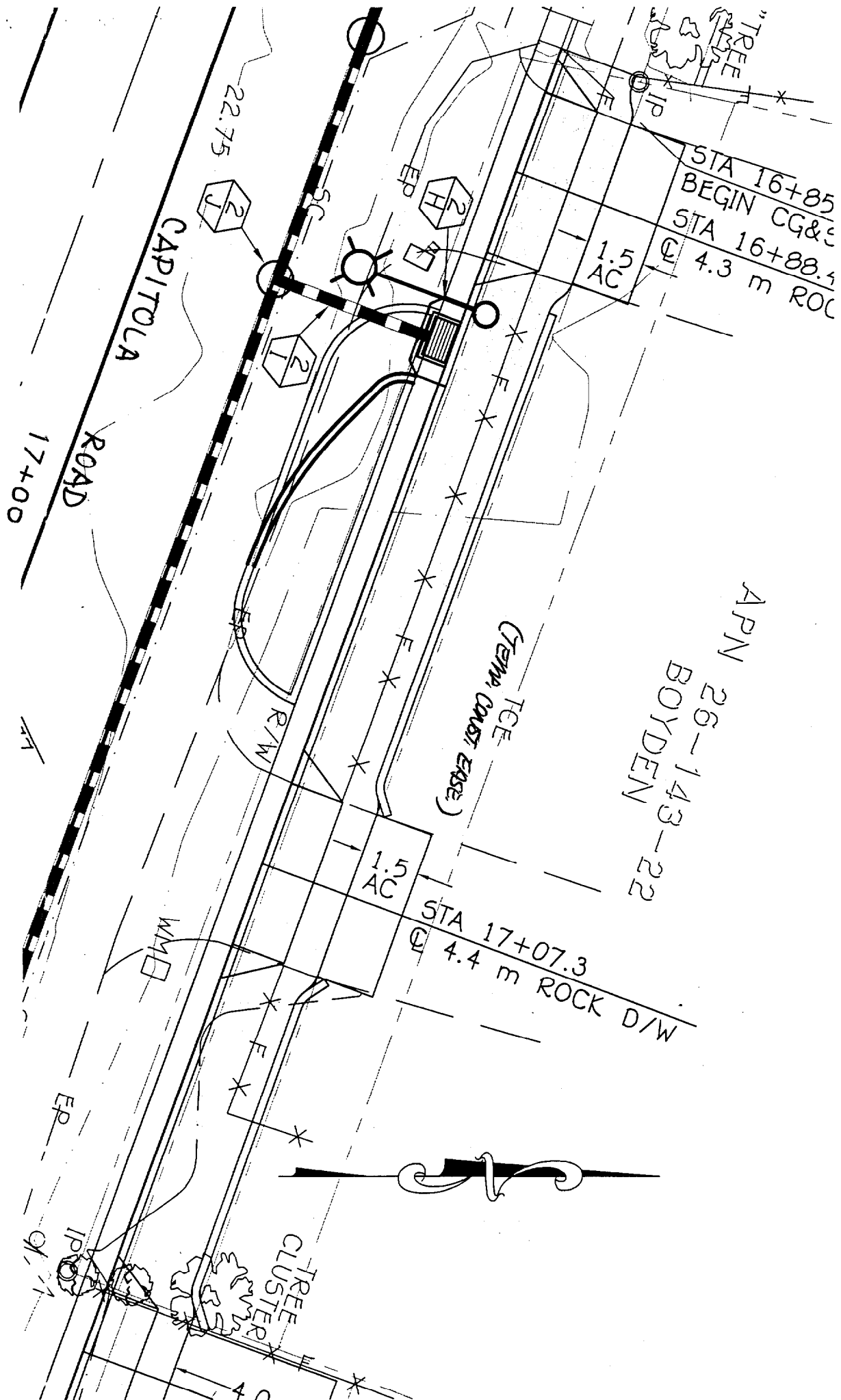
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CAPITOLA ROAD

39







Property No.: 2 0

0198

APN: 029-142-09

Darrel L. Davis &
Adeline L. Davis, Trustees
(Sellers)

Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 2000,
by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and
DARREL L. DAVIS and ADELINE L. DAVIS, TRUSTEES 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 2400 Capitola
Road in the County of Santa Cruz, more particularly described in Exhibit
"A", attached hereto and made a part thereof,

Said documents will be delivered to SCOTT LOICHINGER, 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
\$8,100.00 for the property or interest therein (including all improvements
existing thereon unless removal is specifically authorized hereinafter in
this Contract) as conveyed by 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 escrow with Santa

Cruz Title Company, Scotts Valley, their escrow No. 9458081-YOB.

4. SELLERS agree to indemnify, defend, and hold harmless the COUNTY from and against any claim, action, suit, proceeding, loss, cost, damage, deficiency, fine, penalty, liability, or expense (including without limitation, attorney's fees), arising out of any of the following matters in, on, or about the Property occurring during SELLERS ownership of the Property:

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

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

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

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

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the 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 deposits said amount into escrow, 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 July 27, 2000.

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
 ctuly executed as of the _____ day of _____, 20__; and SELLERS
 have executed this agreement as of the 9th day of January, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
 SCOTT LOICHINGER
 Chief, Real Property Division

APPROVED AS TO FORM:

By: D. McRae 2-1-01
 DANA McRAE
 Chief Assistant County Counsel

COUNTY

By: _____
 THOMAS L. BOLICH
 Director of Public Works

Darrel L. Davis 1/9/01
 Darrel L. Davis, Trustee
Adeline L. Davis 1/9/01
 Adeline L. Davis, Trustee

(SELLERS)

EX**EXHIBIT "A"**

DAVIS

APN 29-142-09

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

Being an easement for sidewalk, utility, and sign purposes over a portion of Lot 1 as shown on the map entitled "Tract No. 258, Begonia Terrace Resubdivision," filed April 25, 1961 in Volume 37 of Maps at Page 27, Santa Cruz County Records, and more particularly described as follows:

Beginning at the northwesterly corner of said Lot 1, on the southerly line of Capitola Road; thence along said southerly line South 84° 33' East 66.06 feet to the easterly boundary of said Lot 1; thence leaving said southerly line along said easterly boundary South 5° 27' West 2.41 feet; thence leaving said easterly boundary North 87° 47' 54" West 50.96 feet; thence South 84° 58' 11" West 14.35 feet to a point on the westerly boundary of said Lot 1; thence along said westerly boundary North 4° 00' East 7.97 feet to the point of beginning.

Containing 296 square feet, more or less.

RHN:bbs

DAVISB

DAVIS

APN 29-142-09

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

Being a temporary construction easement over a portion of Lot 1 as shown on the map entitled "Tract No. 258, Begonia Terrace Resubdivision", filed April 25, 1961 in Volume 37 of Maps at Page 27, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 12 feet wide, the northerly boundary of which is the northerly boundary of said Lot 1.

Containing 791 square feet, more or less.

RHN:bbs

Property No.: 37

0203

APN: 026-142-18

Ray & Mona Claire
Cabrera
(Sellers)

Project: Capitola Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RA' CABRERA and MONA CLAIRE CABRERA hereinafter called **SELLERS**. The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.

2. SELLERS agree to execute and deliver documents in the form of a **Grant Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 1441 Capitola Road in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part hereof,

Said documents will be delivered to SCOTT LOICHINGER, Chief 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 \$34,100.00 for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by **Grant Deed** within thirty (30) days after date title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

1. Covenants, conditions restrictions and reservations of record, if any,
2. Easements or rights of way over said land for utility or street purposes, if any.

From the amount shown in Clause 3(A) above, the COUNTY is authorized to pay any delinquent taxes due, together with penalties and interest thereon; and delinquent or non-delinquent assessments or bonds.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor, except that the payment of any reconveyance fees, trustee's fee, or forwarding fees for any full reconveyance of deed of trust or full release of mortgage shall be the responsibility of the SELLERS. This transaction will be handled through an escrow account

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4. SELLERS agree to indemnify, defend, and hold harmless the COUNTY from and against any claim, action, suit, proceeding, loss, cost, damage, deficiency, fine, penalty, liability, or expense (including without limitation, attorney's fees), arising out of any of the following matters in, on, or about the Property occurring during SELLERS ownership of the Property:

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

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

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

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

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the 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 deposits said amount into escrow, 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 appraisal date, September 29, 2000.

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 _____, 2000; and SELLERS- have executed this agreement as of the 12 day of October, 2000.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae 2-1-02
DANA McRAE
Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

Ray Cabrera
Ray Cabrera
Mona Claire Cabrera
Mona Claire Cabrera

(SELLERS)

EXHIBIT "A"

0206

CABRERA

APN 26-142-18

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

Being a portion of Lot 1 as shown on the map filed November 27, 1959 in Volume 34 of Maps at Page 65, Santa Cruz County Records, and more particularly described as follows:

Parcel A

Beginning at the southeasterly corner of said Lot 1 on the northerly line of Capitola Road; thence along said northerly line North $69^{\circ} 39' 15''$ West 108.00 feet; thence along a tangent curve to the right with a radius of 20.00 feet through a central angle of $37^{\circ} 27' 58''$ an arc distance of 13.08 feet; thence along a curve to the left with a beginning tangent bearing of South $55^{\circ} 42' 24''$ East and a radius of 18.68 feet through a central angle of $13^{\circ} 56' 51''$ an arc distance of 4.55 feet; thence South $69^{\circ} 39' 15''$ East 115.25 feet to a point on the easterly boundary of said Lot 1; thence along said easterly boundary South $13^{\circ} 45'$ West 3.60 feet to the point of beginning.

Containing 414 square feet, more or less.

Parcel B

Being an easement for sidewalk, retaining wall, utility, and sign purposes over a portion of said Lot 1, and more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel A; thence along the northerly boundary of said Parcel A North $69^{\circ} 39' 15''$ West 115.25 feet; thence along a tangent curve to the right with a radius of 18.68 feet through a central angle of $13^{\circ} 56' 51''$ an arc distance of 4.55 feet; thence along a curve to the right with a beginning tangent bearing of North $32^{\circ} 11' 17''$ West and a radius of 20.00 feet through a central angle of $40^{\circ} 50' 41''$ an arc distance of 14.26 feet; thence along a curve to the left with a beginning tangent bearing of South $12^{\circ} 06' 56''$ East and a radius of 11.76 feet through a central angle of $57^{\circ} 32' 19''$ an arc distance of 11.81 feet; thence South $69^{\circ} 39' 15''$ East 116.45 feet to a point on the easterly boundary of said Lot 1, thence along said easterly boundary South $13^{\circ} 45'$ West 6.97 feet to the point of beginning,

Containing 857 square feet, more or less.

RHN:bbs

39

CABB

PAGE 1 of 2

CABRERA

APN 26-142-18

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

Being a temporary construction easement over a portion of Lot 1 as shown on the map filed November 27, 1959 in Volume 34 of Maps at Page 65, Santa Cruz County Records, and more particularly described as follows:

Being a strip of Land 18.00 feet in width, the southerly boundary of which is the southerly boundary of said Lot 1, and the northerly boundary of which extends from the easterly boundary of said Lot 1, 124.40 feet to the easterly line of Fifteenth Avenue.

Containing 2,199 square feet, more or less.

RHN:bbs

Property No.: 3 4

0208

APN: 026-143-22

Garv E. Bovden

(Sellers)

Project: Capitola Road
Improvement Project

CONTRACT
COUNTY OF **SANTA CRUZ**

This contract is entered into this day of , 2000,
by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and
Gary E. Boyden hereinafter called SELLERS. The parties mutually agree as
follows:

1. The parties herein set forth the whole of their agreement.
The performance of this agreement constitutes the entire consideration for
this transaction.

2. SELLERS agree to execute and deliver documents in the
form of a **Grant Deed and a Form W-9 (Request for Taxpayer Identification
Number and Certification)** covering the property located at 1345 Canitola
Road in the County of Santa Cruz, more particularly described in Exhibit
"A", attached hereto and made a part hereof,

Said documents will be delivered to SCOTT LOICHTINGER Chief
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
\$28,350.00 for the property or interest therein (including all
improvements existing thereon unless removal is specifically authorized
hereinafter in this Contract) as conveyed by **Grant Deed** within thirty (30)
days after date title to said property vests in the COUNTY free and clear
of all liens, encumbrances, assessments, easements and leases (recorded
and/or unrecorded), and taxes, except:

1. Covenants, conditions restrictions and reservations
of record, if any,
2. Easements or rights of way over said land for
utility or street purposes, if any.

From the amount shown in Clause 3(A) above, the COUNTY is
authorized to pay any delinquent taxes due, together with penalties and
interest thereon; and delinquent or non-delinquent assessments or bonds.

(B) Pay all escrow and recording fees incurred in this
transaction, and if Title Insurance is required by the COUNTY, the premium
charge therefor, except that the payment of any reconveyance fees,
trustee's fee, or forwarding fees for any full reconveyance of deed of
trust or full release of mortgage shall be the responsibility of the
SELLERS. This transaction will be handled through an escrow with Santa

Cruz title Company, address, their escrow No. 9458041.

4. SELLERS agree to indemnify, defend, and hold harmless the COUNTY from and against any claim, action, suit, proceeding, loss, cost, damage, deficiency, fine, penalty, liability, or expense (including without limitation, attorney's fees), arising out of any of the following matters in, on, or about the Property occurring during SELLERS ownership of the Property:

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

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

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

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

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the 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 deposits said amount into escrow, 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, July 28, 2000.

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 1st day of December, ~~1999~~.
2000

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Gary E. Boyden
GARY E. BOYDEN

APPROVED AS TO FORM:

By: D. McRae 2-1-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0211

BOYDEN

APN 26-143-22

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

Being a portion of the land conveyed to Gary Boyden by that deed recorded June 1, 1994 in Volume 55 15 of Official Records of Santa Cruz County at Page 920, and more particularly described as follows:

Parcel A

Beginning at the southeasterly corner of said land of Boyden, on the northerly line of Capitola Road; thence along said northerly line North 69° 39' 15" West 108.15 feet to the westerly boundary of said land; thence leaving said northerly line along said westerly boundary North 12° 04' 06" East 3.86 feet; thence leaving said westerly boundary South 69° 39' 15" East 108.71 feet to a point on the easterly boundary of said land of Boyden; thence along said easterly boundary South 20° 20' 45" West 3.83 feet to the point of beginning.

Containing 4 15 square feet, more or less,

Parcel B

Being an easement for sidewalk, utility, and sign purposes over a portion of said land of Boyden, and more particularly described as follows:

Being a strip of land 6.68 feet wide, the southerly boundary of which is the northerly boundary of the above described Parcel A.

Containing 729 square feet, more or less.

RHN:bbs

BOYDEN**APN 26-143-22**

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

Being a temporary construction easement over a portion of the land conveyed to Gary Boyden by that deed recorded June 1, 1994 in Volume 55 15 of Official Records of Santa Cruz County at Page 920, and more particularly described as follows:

Being a strip of land 18.00 feet wide, the southerly boundary of which is the southerly boundary of said land of Boyden

Containing 1,970 square feet, more or less.

RHN:bbs