



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County 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

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: APRIL 17, 2001

April 5, 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. While our Real Property agents are continuing to attempt to negotiate agreements with the remaining six property owners whose parcels were included in the eminent domain action authorized by your Board on March 27, 2001, the balance of the required right of way acquisitions have been settled.

The attached twenty-six contracts provide for the acquisition of the necessary right of way and both permanent easements and temporary construction easements along the front of twenty-eight 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 departmental appraisals. 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
Page -2-

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,

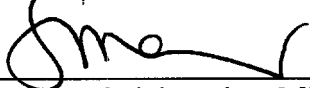


THOMAS L. BOLICH
Director of Public Works

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>
026-193-45&44	Chuan Sheng Chang, Trustee	\$38,000.00
	Huei Hsien Chang, Trustee	
029-1 1 1-46	Pentecostal Holiness Church, Inc.	\$ 500.00
029-1 1 1-50	Terrence O. Kirk	\$ 2,260.00
	Mary G. Kirk	
026-491-20	James L. Johnson	\$28,300.00
029-144-10	Josephine A. Rockwood, Trustee	\$22,200.00
026-641-01	Marshall Sachs	\$ 500.00
	Marilyn Sachs	
026-133-30	Janis Keyser	\$ 3,300.00
	Pard M. J. Keyser	
	Catherine Keyser-Mary	
026-491-19	Neli Shenk	\$27,200.00
029-144-13	Janine Diane Hall	\$22,200.00
029-1 11-32	Bernice Brubeck-Wong	\$10,950.00
026-631-06	Shon Leonetti	\$ 1,000.00
	Susan Leonetti	
026-082-01	City of Santa Cruz	\$ 500.00
026-501-01	Donna L. Rodoni, Trustee	\$32,800.00
029-144-34&48	Stagnaro Brothers Investment Company	\$29,300.00
029-1 11-42	David R. Horn, Trustee	\$27,120.00
026-491-1 1	Blanche Gzsanka, Trustee	\$18,750.00
026-47 1-01	Deborah J. Hoyt, Trustee	\$ 1,500.00

026-193-01	Dennis H. Glaum	\$15,000.00
026-631-07	Kathy A. Williams	\$ 1,100.00
	Richard C. Williams	
026-631-16	Dennis L. Abma	\$ 5,000.00
026-581-11	Eastbrook Homeowners Association	\$ 1,800.00
026-143-21	Walt Eller Trailer Sales of Merced , Inc. Etal.	\$31,700.00
029-1 11-22	Edith Laurel	\$38,800.00
026-133-72	Creekside Townhomes Community Association	\$ 500.00
026-151-43	Jack W. Cross	\$18,800.00
	Arline M. Cross	
026-451-29	Jack W. Cross	\$37,525.00
	Arline M. Cross	

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 09463364 (Chang), 09460993 (Johnson), 09458079 (**Rockwood**), 09460992 (Shenk), 09458075 (Hall), 09458085 (Brubeck-Wong), 09463336 (Rodoni), 09463367 (Stagnaro), 09463365 (Horn), 09458053 (Glaum), 09463330 (**Eller**), 09463366 (Laurel), 09463363 (Cross for APN 026-15 1-43), and 09463360 (Cross for APN 026-45 1-29) 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

60

FOR TAX PURPOSES ONLY

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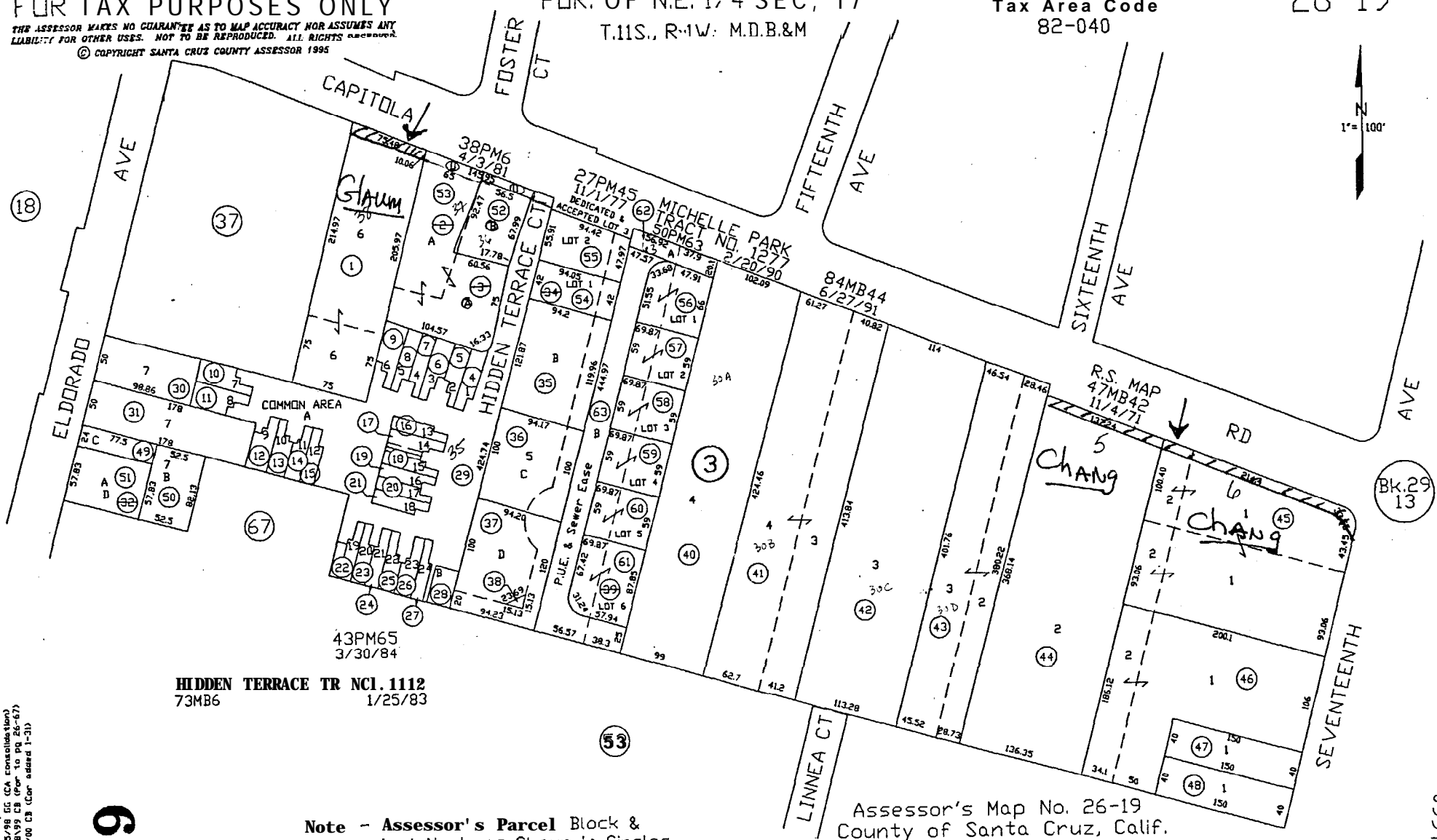
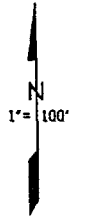
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POR. OF N.E. 1/4 SEC, 17

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

Tax Area Code
82-040

26-19



HIDDEN TERRACE TR NCL. 1112
73MB6 1/25/83

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

Assessor's Map No. 26-19
County of Santa Cruz, Calif.

Aug. 1950

09

Electronically drawn 8/28/95 KSA
Rev. 4/15/98 GC (CA consolidation)
Rev. 9/28/99 CB (Prop. to PG 26-67)
Rev. 2/1/00 CB (Cor. add'd 1-31)

0351

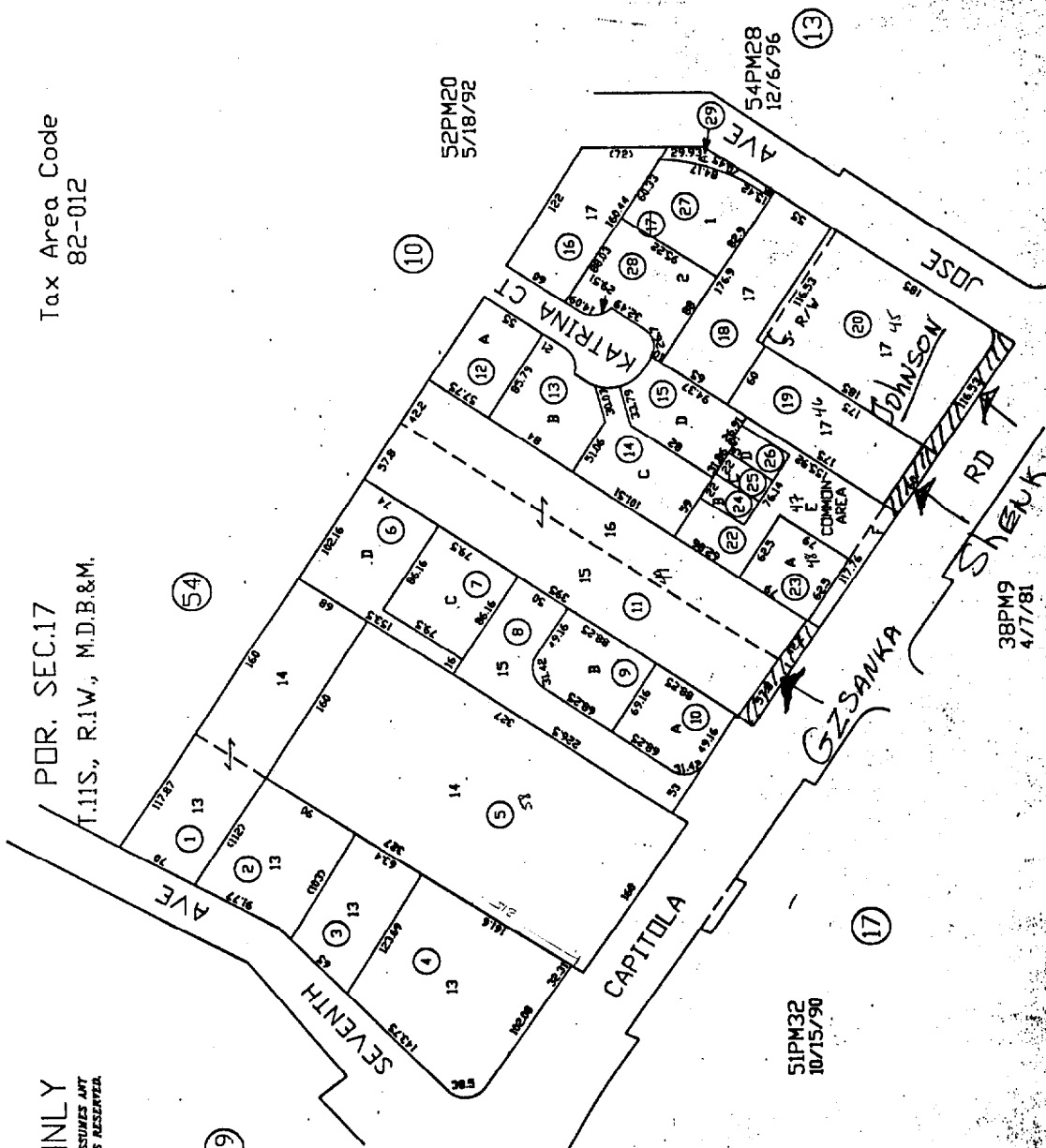
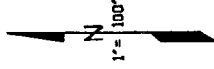
6352

26-49

Tax Area Code
82-012

PDR. SEC.17
T.11S., R.1W., M.D.B.&M.

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Assessor's Map No. 26-49
County of Santa Cruz, Calif
Aug. 1995

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

Electronically drawn 6/28/95
Map 17/15/95 10/15/95
Any other use is not to be used

LINK LINE
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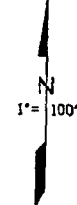
POR. OF SEC. 8 & 17, T.11S., R.1W., M.D.B. & M.

26-08

Tax Area Code
82-040

SEC. 8
SEC. 17

39PM42
10/29/81



47MB53
8/2/74

47MB47
2/19/74

Assessor's Map No. 26-08
County of Santa Cruz, Calif.
July, 1998

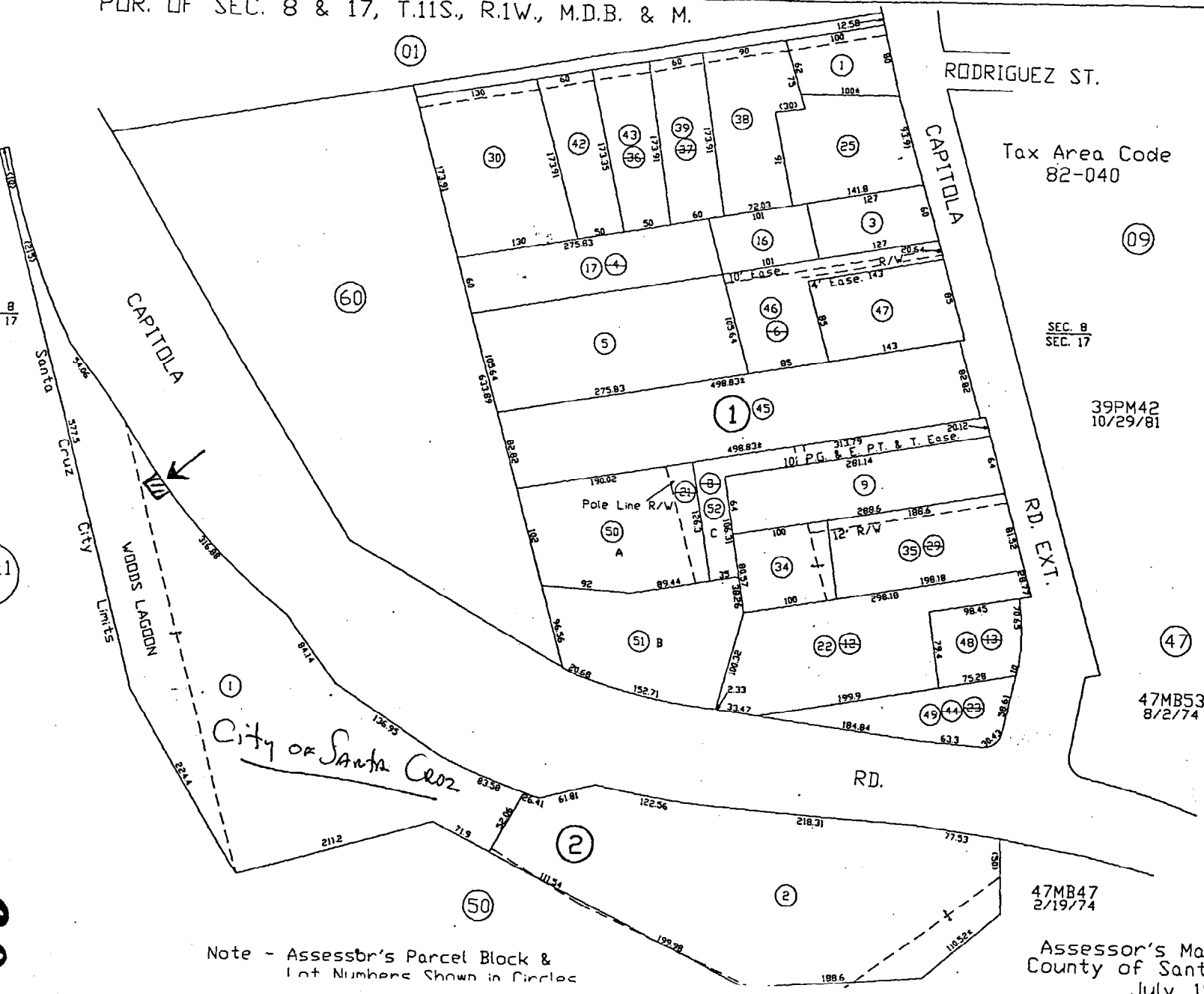
0353

SEC. 8
SEC. 17

Bk.11
10

60

LINK LINE
Rev 8/1/98 CB (Per to PD 26-60)



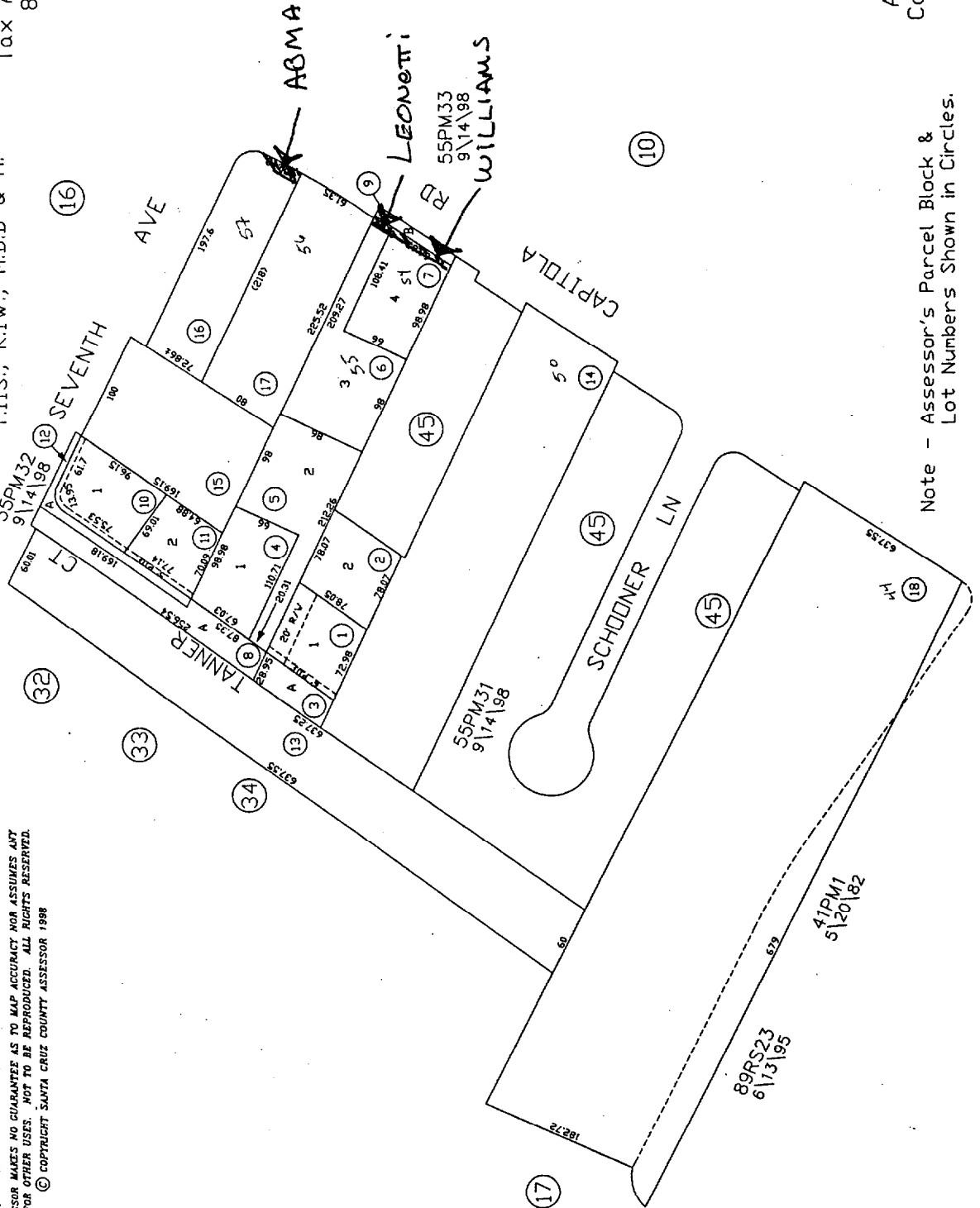
Note - Assessor's Parcel Block &
Lot Numbers Shown in Circles

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POR. N. 1/2 SEC. 17,
T.11S., R.1W., M.D.B & M.

26-63

Tax Area Code
82-040



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

Assessor's Map No. 26-63
County of Santa Cruz, Calif.
Dec 1998

FOR TAX PURPOSES ONLY

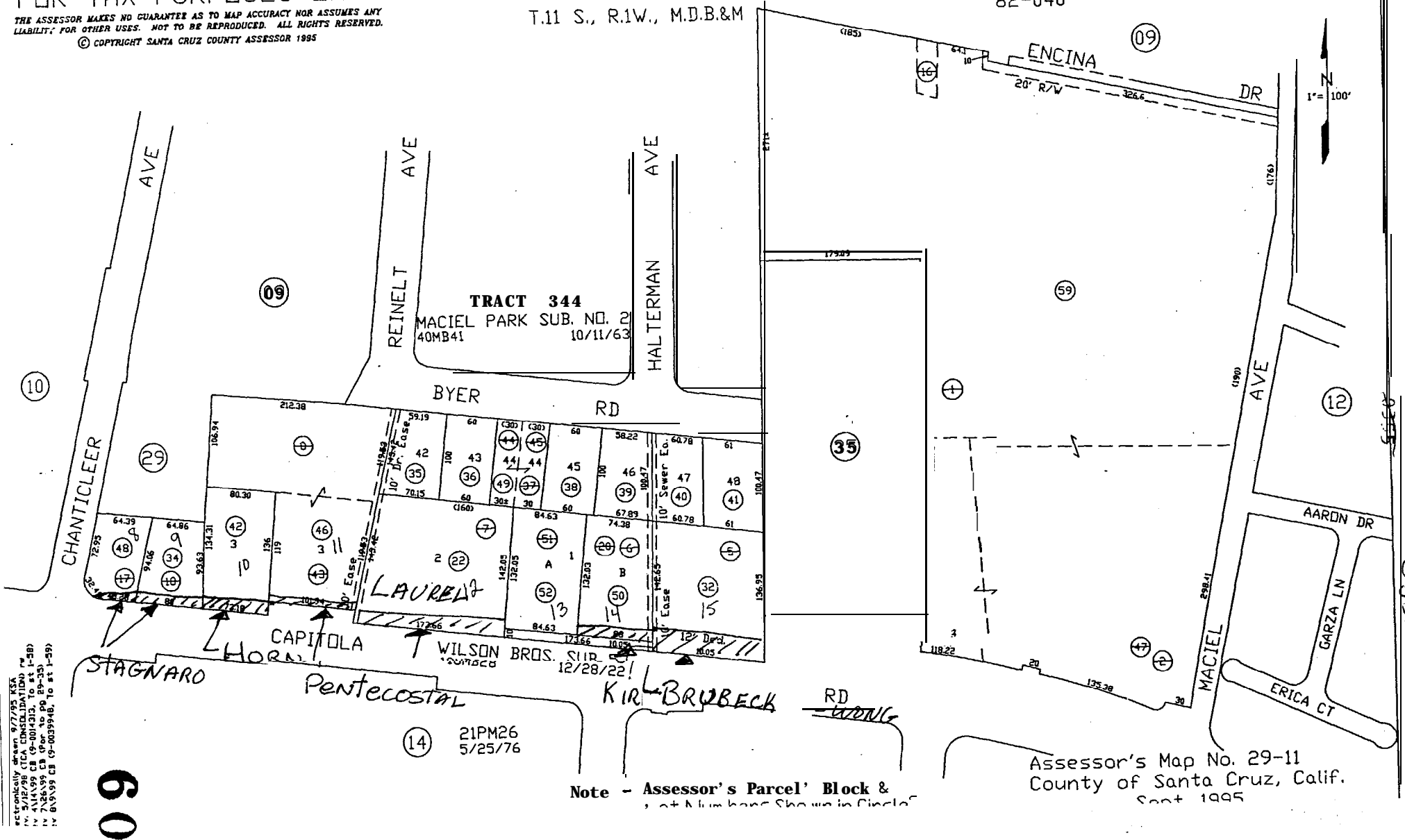
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POR. N.W. 1/4 SEC. 16,
T.11 S., R.1W., M.D.B.&M

Tax Area Code
82-040

29-11



TRACT 344
MACIEL PARK SUB. NO. 2
40MB41 10/11/63

LAUREA

WILSON BROS. SHER
12/28/22!

KIRIL BRUBEK RD
WONG

14 21PM26
5/25/76

Assessor's Map No. 29-11
County of Santa Cruz, Calif.
Sept 1995

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

electronically drawn 8/7/95
11/2/99
11/2/99
11/2/99
11/2/99

09

0355

29-14

Tax Area Code

(11)

PUR. W. 1/2 SEC. 16,

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

WILSON BROS. JR. # 6

WOODROSE TR. # 1236 & 1237

BEGONIA TERRACE TR. NO. 258

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CARILDA ROCKWOOD
F HALL

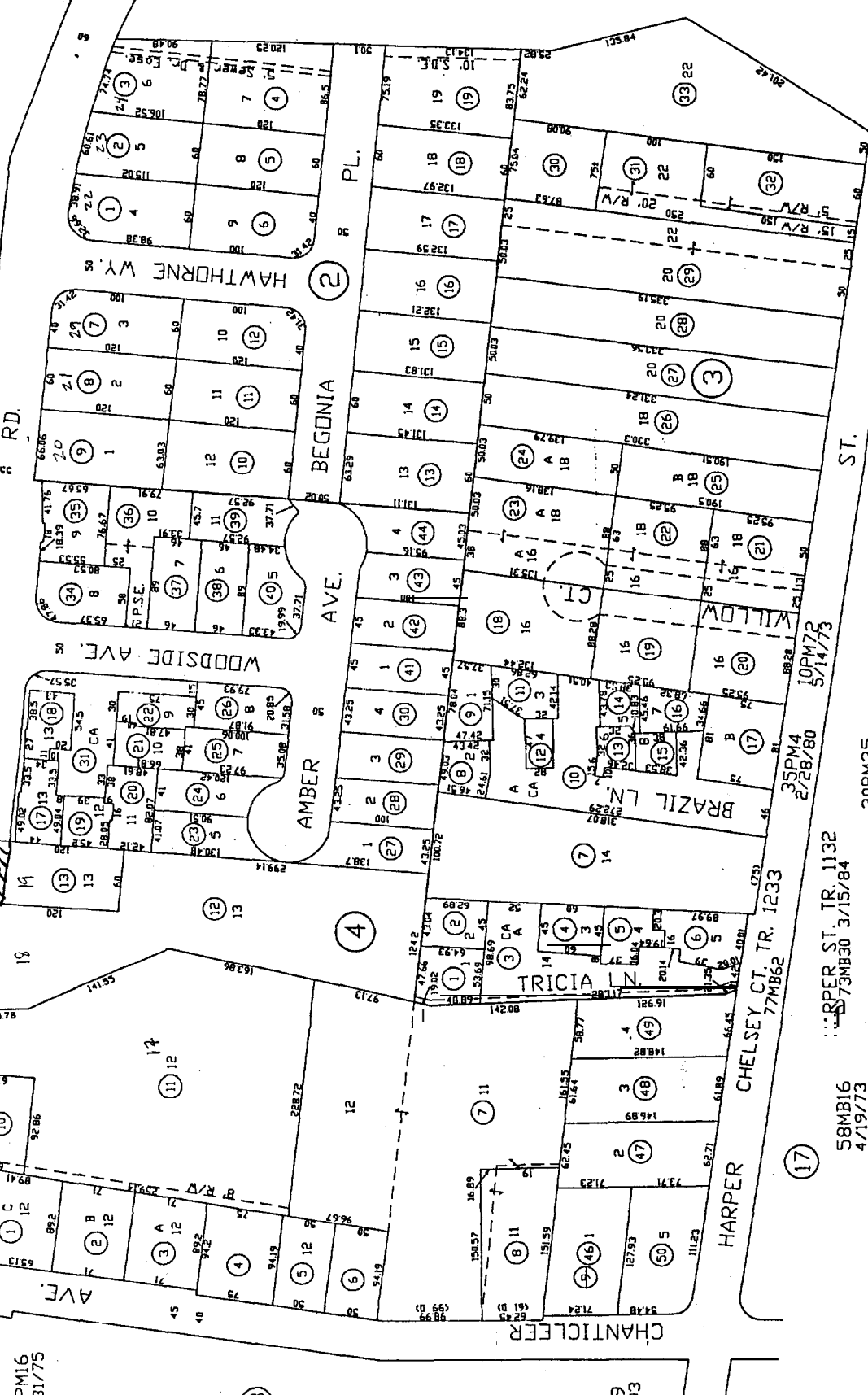
WOODSIDE AVE.

AMBER AVE.

BEGONIA

HAWTHORNE WY. S.

CHANTICLEER



18PM16
3/31/75

53PM9
7/20/93

17

35PM4
2/28/80

10PM72
5/14/73

30PM35
9/22/78

58MB16
4/19/73

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

(24)

Assessor's Map No. 29-14
County of Santa Cruz, Calif
September, 1998

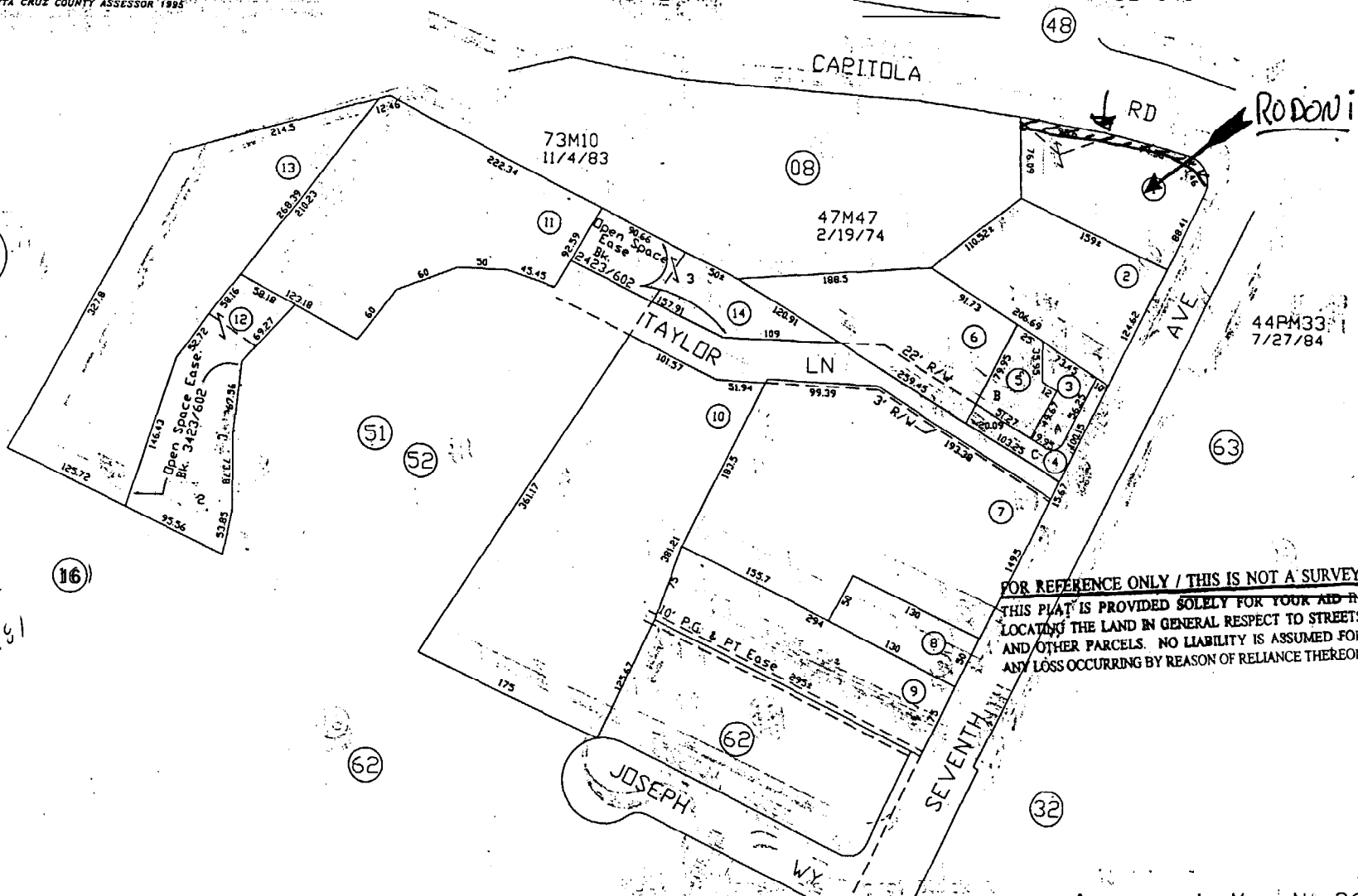
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POR. SEC. 17, T.11S. R.1W.,
M.D.B. & M.

Tax Area Code
82-040

26-50



FOR REFERENCE ONLY / THIS IS NOT A SURVEY
THIS PLAT IS PROVIDED SOLELY FOR YOUR AID IN LOCATING THE LAND IN GENERAL RESPECT TO STREETS AND OTHER PARCELS. NO LIABILITY IS ASSUMED FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON

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

Assessor's Map No. 26-50
County of Santa Cruz, Calif.
June, 1995

62651
116261

FILE ELECTRONICALLY 11/01/95
REV 4/14/95
BY

60

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POR. OF N.E. 1/4 SEC 17
T.11S., R.1W. M.D.B.&M.

Tax Area Code
82-040

26-13

48PM31
10/29/87

(18)

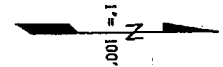
WILSON BROS. TR. NO. 2
18MB32
10/14/20

JOSE RD

AVE

ST

WEBSTER



LOT #	APN
1	26-133-38
2	39
3	40
4	41
5	42
6	43
7	44
8	45
9	46
10	47
11	48
12	49
13	50
14	51
15	52
16	53
17	54
18	55
19	56
20	57
21	58
22	59
23	60
24	61
25	62
26	63
27	64
28	65
29	66
30	67
31	68
32	69
33	70
34	71

31PM27
1/31/79

(11)

49PM70
3/28/89

TRACT NO. 439
EAST HAVEN SUB. AVE
43MB28 4/29/65

TRACT NO. 762
FOSTER ANDERSON TRACT
65MB45 2/10/78

ESPERANZA CT

CAPITOLA CREEKSIDE
74MB17

Creekside

Keyser

35PM16
35PM17
3/20/80

29PM56
6/12/78

34PM21
11/14/79

electronically drawn 8/29/95 KJA
rv 4/17/98 GG CCA Consolidation
rv 5/23/98 CC 08 0028992 1.84 4-43 & 44
rv 11/21/98 CC 08 0028992 1.84 4-43
rv 11/21/98 CC 05 055PM30 4-16, 17 & 18

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

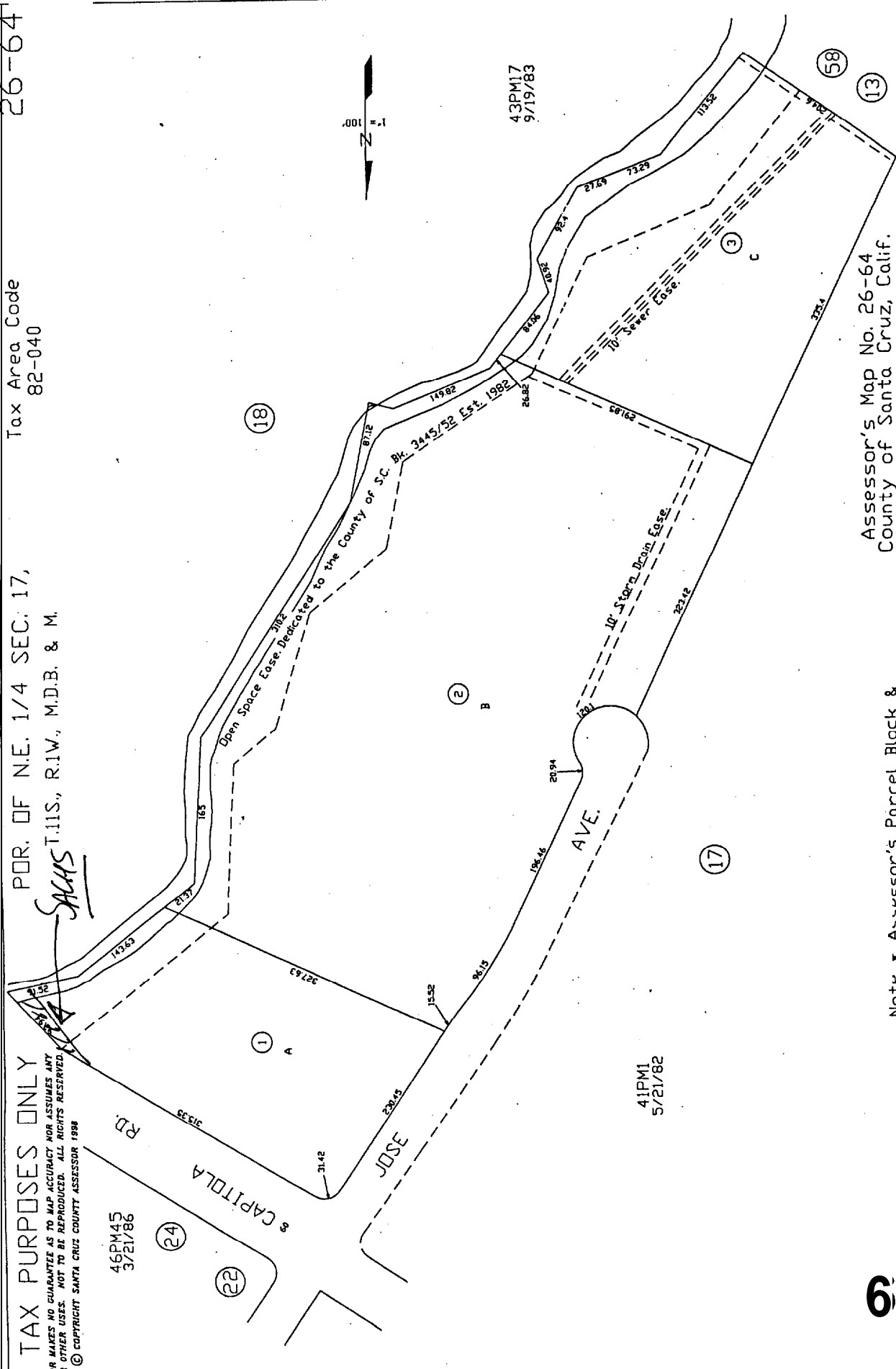
Assessor's Map No. 26-13
County of Santa Cruz, Cali
Aug 1995

26-64

Tax Area Code
82-040

POR. OF N.E. 1/4 SEC. 17,
SAGHS T.11S., R.1W., M.D.B. & M.

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9

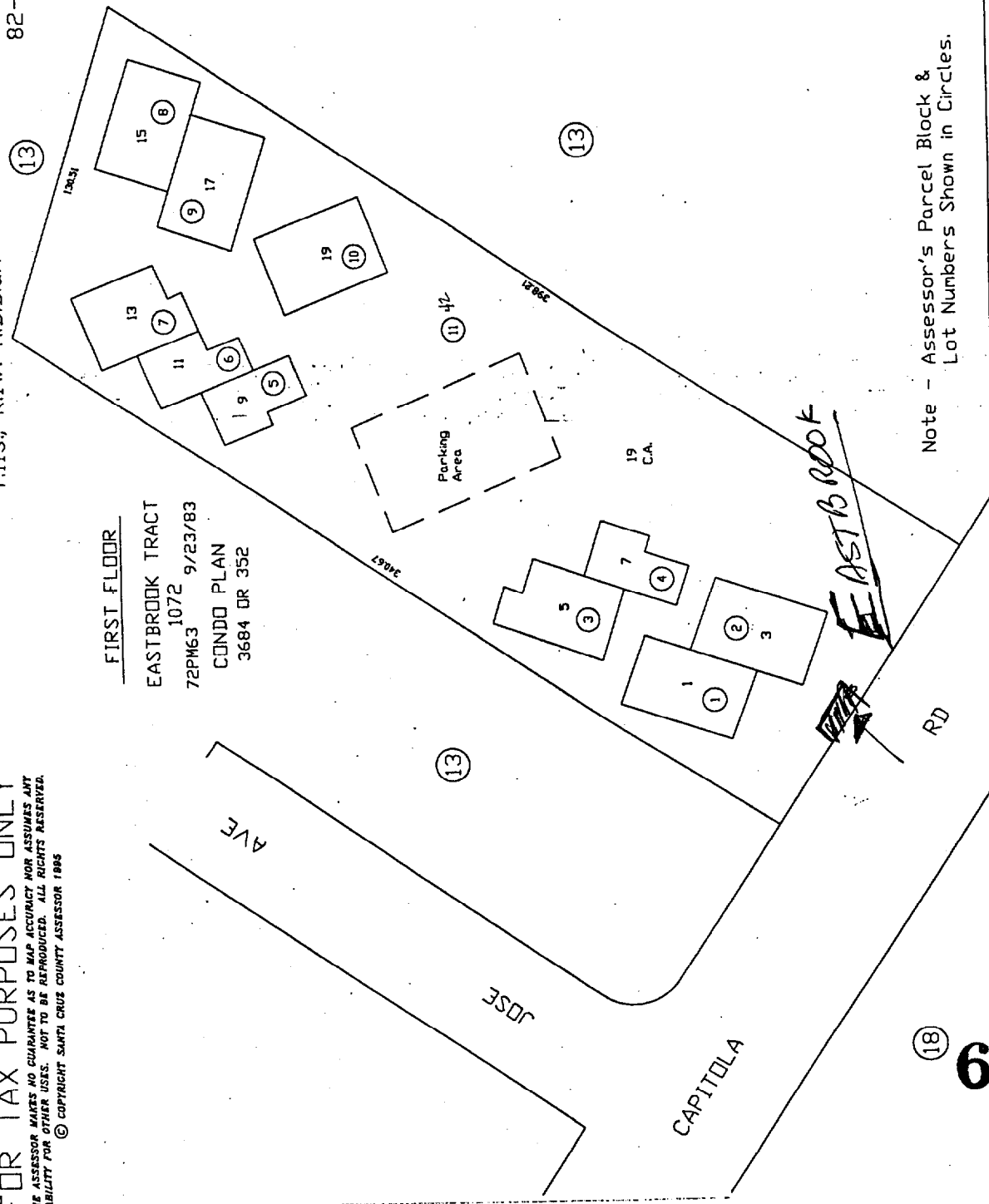
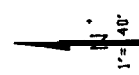
26-58

Tax Area Code
82-012

POR. OF N.E. 1/4 SEC. 17

T.IIS, R.I.W. M.D.B.&M

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FIRST FLOOR
EASTBROOK TRACT
1072 9/23/83
72PM63 CONDO PLAN
3684 DR 352

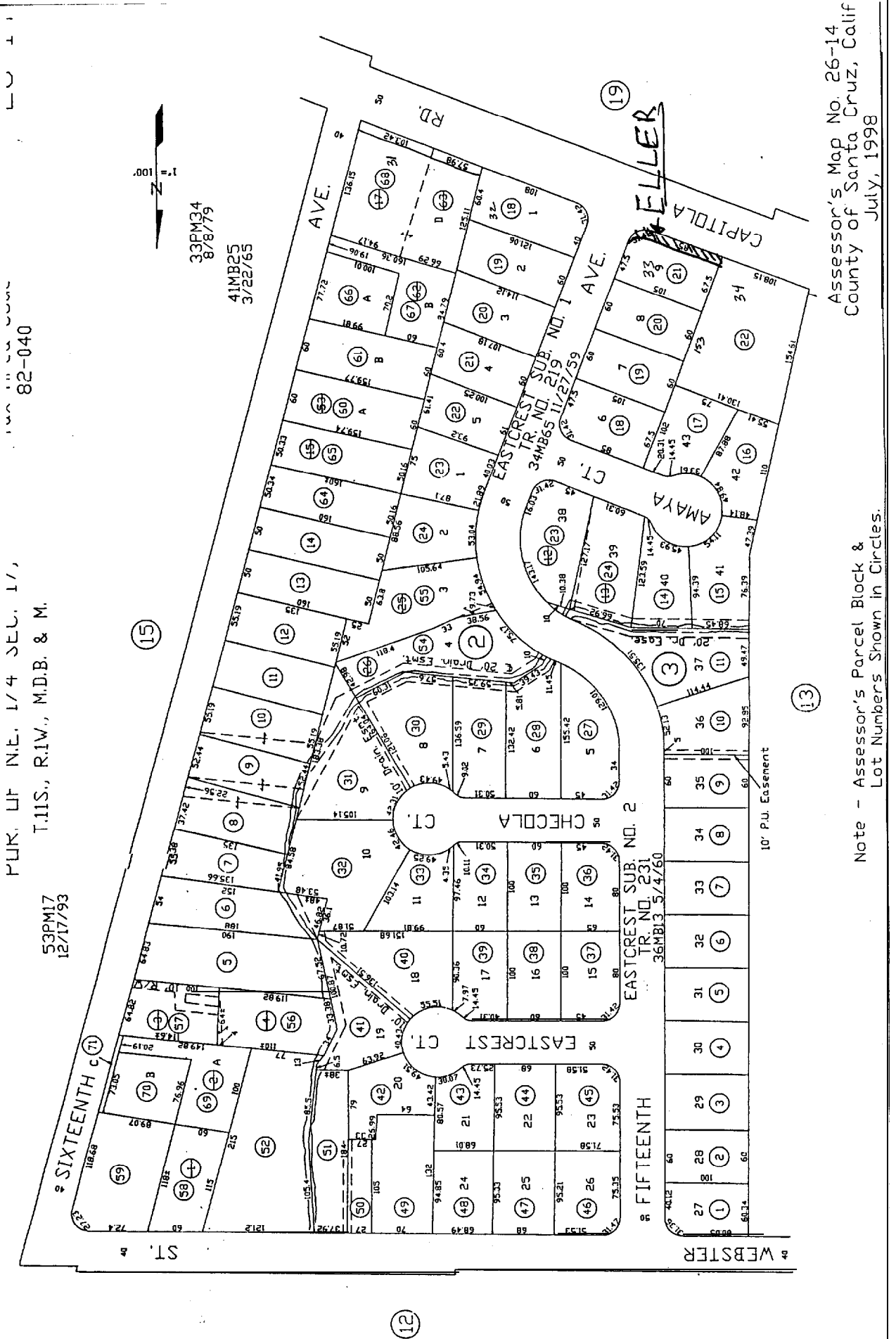
Assessor's Map No. 26-58
County of Santa Cruz, Calif.
Aug. 1995

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

09

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Electronically Redrawn 7/26/98 from 2-69 & 70
Rev. 12/18/96 for use for 2-69 & 70



53PM17
12/17/93

PUB. UP N.E. 1/4 SEC. 17,
T.11S., R.1W., M.D.B. & M.
82-040

33PM34
8/8/79

41MB25
3/22/65

10' P.U. Easement

EASTCREST SUB. NO. 1
TR. NO. 219
34MB65 11/27/59

EASTCREST SUB. NO. 2
TR. NO. 231
36MB13 5/4/60

CAPITOLA TR. NO. 219

Assessor's Map No. 26-14
County of Santa Cruz, Calif
July, 1998

0362

Property No.: 5&6APN: 026-193-45 & 44

Chuan Sheng Chang, Trustee
Huei Hsien Chang Trustee
 (Sellers)

Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
 COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CHUAN SHENG CHANG, Trustee and HUEI HSIEN CHANG, 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 contiguous properties located at \$600 Capitola Road and 1665 17th Avenue in the COUNTY, 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, State of California.

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of \$38,000.00 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), taxes, penalties, and bonds 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 escrow with Santa Cruz Title Company, 4340 Suite A Scotts Valley Drive, Scotts Valley, CA 95066 (831 438-4200).

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 understood and agreed that the COUNTY shall have the right to enter on the SELLERS land, within the temporary construction easement area described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area premises will be left in a clean and orderly condition, and that any existing improvements located within this temporary easement area (exclusive of other acquisition areas required for the project) that may have been disturbed or removed during the course of the project will be restored or replaced in kind. The temporary construction easement shall expire no later than December 31, 2002.

6. 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.

7. 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 31, 2000.

8. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit 'A' exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

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9. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all **clames** to any monies that may now be on deposit in such action.

10. 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.

11. 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 _____, 2001; and SELLERS have executed this agreement as of the Day of MARCH, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Chin Shy Chy TRUSTEE
CHUN SHENG CHANG, Trustee

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

Huei Hsien Chang, Trustee
HUEI HSIEN CHANG, Trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

CHANG

EXHIBIT "A"

APN 26-193-44 AND 45

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

Being an easement for sidewalk, utility, landscaping, sign, and traffic signal purposes over a portion of Parcels One and Two of the land conveyed to Chuan Sheng Chang and Huei Hsien Chang by that deed recorded January 10, 1995 in Volume 5623 of Official Records of Santa Cruz County at Page 103, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Chang, on the southerly line of Capitola Road; thence from said point of beginning along said southerly line South 69° 43' 00" East 351.60 feet; thence along a tangent curve to the right with a radius of 2300 feet through a central angle of 83° 30' 00" an arc distance of 33.52 feet; thence South 76° 13' 00" East 2.00 feet to a point on the westerly line of Seventeenth Avenue; thence along said westerly line South 13° 47' 00" West 1.00 feet; thence leaving said westerly line North 76° 13' 00" West 3.62 feet; thence North 13° 47' 00" East 0.49 feet; thence along a curve to the left with a beginning tangent bearing of North 13° 12' 48" East and a radius of 21.90 feet through a central angle of 16° 47' 25" an arc distance of 6.42 feet; thence North 28° 15' 06" West 18.29 feet; thence along a curve to the left with a beginning tangent bearing of North 52° 55' 35" West and a radius of 21.90 feet through a central angle of 10° 45' 34" an arc distance of 4.11 feet; thence North 69° 43' 00" West 114.09 feet; thence South 73° 31' 28" West 5.85 feet; thence North 69° 43' 00" West 95.19 feet; thence North 69° 21' 46" West 138.97 feet to a point on the westerly boundary of said land of Chang; thence along said westerly boundary North 13° 50' 00" East 431 feet to the point of beginning.

Containing 1,561 square feet, more or less.

RHN:bbs

CHANG

APN 26-193-44 AND 45

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

Being a temporary construction easement over a portion of Parcels One and Two of the land conveyed to Chuan Sheng Chang and Huei Hsien Chang by that deed recorded January 10, 1995 in Volume 5623 of Official Records of Santa Cruz County at Page 103, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Chang, on the southerly line of Capitola road; thence from said point of beginning along said southerly line South 69° 43' 00" East 351.60 feet; thence along a tangent curve to the right with a radius of 23.00 feet through a central angle of 83° 30' 00" an arc distance of 33.52 feet; thence South 76° 13' 00" East 2.00 feet to a point on the westerly line of Seventeenth Avenue; thence along said westerly line South 13° 47' 00" West 1.00 feet; thence leaving said westerly line North 76° 13' 00" West 3.62 feet; thence North 42° 24' 12" East 42.66 feet; thence North 69° 43' 00" West 95.68 feet; thence South 20° 48' 45" West 24.25 feet; thence North 69° 43' 00" West 182.69 feet; thence North 16° 12' 23" East 17.38 feet; thence North 69° 21' 46" West 54.25 feet to a point on the westerly boundary of said land of Chang; thence along said westerly boundary North 13° 50' 00" East 8.63 feet to the point of beginning.

Containing 5,860 square feet, more or less.

RHN:bbs

Pentecostal Holiness Church, Inc.
(SELLERS)

Property No.: 11
APN: 029- 11 1-46
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PENTECOSTAL HOLINESS CHURCH, INC., A CALIFORNIA CORPORATION, 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 Temporary Construction Easement covering a portion of the property located at 2245 **Capitola** Road in the County of Santa Cruz (APN 029-1 1 1-46), 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 \$500.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Easement 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. This transaction will be handled through an internal escrow by the County of Santa Cruz, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, Santa **Cruz**, CA 95060.

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the COUNTY including the right to remove and dispose of improvements, shall commence on the date the COUNTY delivers said total amount shown in clause 3(A) to the **SELLERS**, and that the amount shown in Clause 3(A) herein **includes**, but is not limited to, **full** payment for such possession and use and interest from said date.

5. 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 October 1, 2000.

6. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

7. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the 6th day of March, 2001.

Pentecostal Holiness Church, Inc.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

By: _____
[Signature]

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

By: _____
[Signature]

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

By: _____

(SELLERS)

PENTECOSTAL HOLINESS CHURCH**APN 029-1 1 1-46**

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

Being a temporary construction easement over a portion of Parcel I of the land conveyed to Pentecostal Holiness Church, Inc. by that deed recorded February 5, 1996 in Volume 5794 of Official Records of Santa Cruz County at Page 211, and more particularly described as follows:

Being a strip of land 7 feet in width, the southerly boundary of which is the southerly boundary of said Parcel I.

Containing 716 square feet, more or less.

RHN:bs

Terrence O. Kirk
 Mary G. Kirk
 (SELLERS)

Property No.: 14
APN: 029-1 1 1-50
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and TERRENCE O. KIRK and MARY G. KIRK, his wife, as Joint Tenants, 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 Easement Deed covering a portion of the property located at 233 1 **Capitola** Road in the County of Santa Cruz (APN 029-1 1 1-50), 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 \$2,260.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) 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 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 escrow with Santa Cruz Title Company.

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, 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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

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 _____, 2001; and the SELLERS have executed this agreement as of the ~~6th~~ day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Terrence O. Kirk
Terrence O. Kirk

Mary G. Kirk
Mary G. Kirk

APPROVED AS TO FORM:

By: D. McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0374

KIRK

APN 029-1 1 1-50

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 Parcel B as shown on the map filed May 25, 1976 in Volume 21 of Parcel Maps at Page 26, Santa Cruz County Records and more particularly described as follows:

Beginning at the southeasterly corner of said Parcel B as shown on said map; thence along the southerly boundary of said Parcel B North $84^{\circ} 29' 24''$ West 5 1.53 feet; thence leaving said southerly boundary North $70^{\circ} 09' 41''$ East 4.67 feet; thence South $84^{\circ} 29' 24''$ East 47.12 feet to a point on the easterly boundary of said Parcel B; thence along said easterly boundary South 2.01 feet to the point of beginning.

Containing 99 square feet, more or less.

RHN:bbs

James L. Johnson
(SELLERS)

Property No.: 45
APN: 026-491-20
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and JAMES L. JOHNSON, 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 941 Capitola Road in the County of Santa Cruz (APN 026-491-20), 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 **\$28,300.00** 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.

(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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (831-438-4200).

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or **after** purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor **further** agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be **left** in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the 21st day of February, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

James L. Johnson
James L. Johnson

APPROVED AS TO FORM:

By: DANA McRAE 4.3.01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

JOHNSON

EXHIBIT "A"

APN 26-491-20

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

Being a portion of the land conveyed to James and Gertie Johnson by that deed recorded February 9, 1995 in Volume 5635 of Official Records of Santa Cruz County at Page 286, and more particularly described as follows:

Parcel A

Beginning at the southerly comer of said land of Johnson, at the northerly corner of the intersection of Jose Avenue with Capitola Road as shown on the Record of Survey Map filed April 26, 1961 in Volume 32 of Maps at Page 102, Santa Cruz County Records; thence along the northerly line of Capitola Road North 57° 01' 40" West 116.85 feet to the northwesterly boundary of said land of Johnson; thence leaving said northerly line of Capitola Road along said northwesterly boundary North 32° 57' 30" East 3.95 feet; thence leaving said northwesterly boundary South 57° 01' 40" East 89.33 feet; thence along a tangent curve to the left with a radius of 28.53 feet through a central angle of 74° 47' 05" an arc distance of 37.23 feet to a point on the northwesterly line of Jose Avenue; thence along said northwesterly line South 32° 58' 20" West 25.00 feet to the point of beginning.

Containing 613 square feet, more or less.

Parcel B

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

Beginning at the most northerly corner of the above described Parcel A on the northwesterly boundary of said land of Johnson; thence leaving said northwesterly boundary South 57° 01' 40" East 89.33 feet; thence along a tangent curve to the left with a radius of 28.53 feet through a central angle of 74° 47' 05" an arc distance of 37.23 feet to a point on the westerly line of Jose Avenue; thence along said westerly line North 32° 58' 20" East 18.99 feet; thence leaving said westerly line North 57° 01' 40" West 3.71 feet; thence South 32° 58' 20" West 11.50 feet; thence along a tangent curve to the right with a radius of 21.81 feet through a central angle of 90° 00' 00" an arc distance of 34.27 feet; thence North 57° 01' 40" West 91.33 feet to a point on the northwesterly boundary of said land of Johnson; thence along said northwesterly boundary South 32° 57' 30" West 6.7' 1 feet to the point of beginning.

Containing 859 square feet, more or less.

RHN:bbs

JOHNSON

EXHIBIT "A"

APN 26-491-20

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 James and Gertie Johnson by that deed recorded February 9, 1995 in Volume 5635 of Official Records of Santa Cruz County at Page 286, and more particularly described as follows:

Beginning at the southerly comer of said land of Johnson, at the **northerly** comer of the intersection of Jose Avenue with **Capitola** Road as shown on the Record of Survey Map filed April 26, 1961 in Volume 32 of Maps at Page 102, Santa Cruz County Records; thence along **the** northerly line of **Capitola** Road North 57° 01' 40" West 116.85 feet to the northwesterly boundary of said land of Johnson; thence leaving said northerly line of **Capitola** Road along said northwesterly boundary North 32° 57' 30" East 14.67 feet; thence leaving said northwesterly boundary South 57° 01' 40" East 96.39 feet; thence North 58° 02' 42" East 48.29 feet to a point on the westerly line of Jose Avenue; **thence along** said westerly line South 32° 58' 20" West 58.41 feet to the point of beginning.

Containing 2,161 square feet, more or less.

RHN:bbs

JOB

60

Property No.: 1 6APN: 029-144-10

Josephine A. Rockwood,
Trustee
 (Sellers)

Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
 COUNTY OF **SANTA CRUZ**

This contract is entered into t h i s day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JOSEPHINE A. ROCKWOOD, 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 **Grant Deed and a Form W-9 (Request for Taxpayer Identification Number and Certification)** covering the property located at 7228 Capitola Road in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a parthereof,

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 \$ 2,200.00 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, Scotts Valley, their escrow No. 9458079-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 duly executed as of the _____ day of _____ I 20 ; and SELLERS have executed this agreement as of the Monday of _____ I 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Josephine A. Rockwood, Trustee
Josephine A. Rockwood, Trustee

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: Thomas L. Bolich --
THOMAS L. BOLICH --
Director of Public Works

(SELLERS)

EXHIBIT "A"**ROCKWOOD****APN 29-144-10**

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

Being a portion of the land conveyed to Josephine A. Rockwood, Trustee, by that deed recorded February 6, 1984 in Volume 3679 of Official Records of Santa Cruz County at Page 78, and more particularly described as follows:

Parcel A

Beginning at the northwesterly corner of said land of Rockwood, on the southerly line of Capitola Road; thence along said southerly line South 84° 33' East 89.00 feet to the easterly boundary of said land; thence leaving said southerly line along said easterly boundary South 5° 27' West 4.58 feet; thence leaving said easterly boundary North 84° 11' 16" West 89.23 feet to a point on the westerly boundary of said land of Rockwood; thence along said westerly boundary North 8° 45' East 4.02 feet to the point of beginning.

Containing 383 square feet, more or less.

Parcel B

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

Beginning at the southwest corner of the above described Parcel A; thence along the southerly boundary of said Parcel A South 84° 11' 16" East 89.23 feet to the easterly boundary of said land of Rockwood; thence along said easterly boundary South 5° 27' West 6.62 feet; thence leaving said easterly boundary North 84° 11' 18" West 18.38 feet; thence North 49° 20' 27" West 4.38 feet; thence North 84° 11' 18" West 67.52 feet to a point on the westerly boundary of said land of Rockwood; thence along said westerly boundary North 8° 45' East 4.13 feet to the point of beginning.

Containing 293 square feet, more or less.

RHN: bbs

ROCKWOOD**APN 29-144-10**

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 Josephine A. Rockwood, Trustee, by that deed recorded February 6, 1984 in Volume 3679 of Official Records of Santa Cruz County at Page 79, and more particularly described as follows:

Being a strip of land 22 feet wide, the northerly boundary of which is the northerly boundary of said land of Rockwood.

Containing 1,972 square feet, more or less.

RHN:bbs

Marshall Sachs
Marilyn Sachs
(SELLERS)

Property No.: 43
APN: 026-641-01
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and MARSHALL SACHS and MARILYN SACHS, Trustees of the Marshall and Marilyn Sachs Revocable Trust dated 5/1/1992, 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 1026 Capitola Road in the County of Santa Cruz (APN 026-641-01), 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 \$ 500.00 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.

(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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-438-4200).

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount into escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

8. The provisions of this agreement shall inu-re 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 _____, 2001; and the SELLERS have executed this agreement as of the 7th day of March, 2001:

RECOMMENDED FOR APPROVAL:

By: Scott Loichinger

SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: D. McRae 4-3-01

DANA McRAE
Chief Assistan. County Counsel

COUNTY:

Marshall Sachs

Marshall Sachs, Trustee

Marilyn Sachs

Marilyn Sachs, Trustee

60
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

SACHS**APN 26-641-01**

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

Being a temporary construction easement over a portion of Parcel A as shown on the map filed May 21, 1982 in Volume 41 of Parcel Maps at Page 1, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 10.00 feet wide and 92.94 feet long, the northeasterly boundary of which is the northeasterly boundary of said Parcel A, and the most easterly corner of which is the most easterly corner of said Parcel A.

Containing 904 square feet, more or less.

RHN:bbs

SACHB

Janis Keyser
 Pard Keyser
 Catherine Keyser-Mary
 (SELLERS)

Property No.: 39
APN: 026-133-30
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JANIS KEYSER; PARD M. J. KEYSER and CATHERINE KEYSER-MARY, 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 1717 Foster Court in the County of Santa Cruz (APN 026-133-30), more particularly described in Exhibit "A", attached hereto and made a part hereof and a W-9 Form, Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY, State of California.

3. The COUNTY shall:

(A) Pay the undersigned **SELLERS** the sum of \$3,300.00 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.

(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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (831-438-4200).

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount into escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition-and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the Merdy of _____, 2001.

RECOMMENDED FOR APPROVAL:

By: Scott Loichinger

SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: D. McRae 4-3-01

DANA McRAE
Chief Assistant County Counsel

COUNTY:

By: _____
THOMAS L. BULICH - -
Director of Public Works

Janis Keyser

Janis Keyser

Pard M. J. Keyser

Pard M. J. Keyser

Catherine Keyser-Mary

By Pard M. J. Keyser

Catherine Keyser-Mary

(SELLERS)

EXHIBIT "A"**KEYSER****APN 26-133-30**

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 **C-2** as shown on the Parcel Map filed March 20, 1980 in Volume 35 of Parcel Maps at Page 16, Santa Cruz County Records, and more particularly described as follows:

Beginning at a point on the southerly boundary of said Parcel **C-2**, on the northerly line of **Capitola** Road, from which the southwesterly corner of said Parcel C-2 bears North $69^{\circ} 35'40''$ West 17.23 feet; thence from said point of beginning along said northerly line South $69^{\circ} 35'40''$ East 15.00 feet; thence leaving said northerly line of **Capitola** Road North $20^{\circ} 24'20''$ East 4.25 feet; thence North $69^{\circ} 35'40''$ West 15.00 feet; thence South $20^{\circ} 24'20''$ West 4.25 feet to the point of beginning.

Continuing **64** square. feet, more or less.

RHN:mp

KP

Neli Shenk
(SELLERS)

Property No.: 46
APN: 026-491-19
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and Neli Shenk, 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 915 **Capitola** Road in the County of Santa Cruz (APN 026-491-19), 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 \$27,200.00 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.

(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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-43 8-4200).

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor **further** agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be **left** in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the 22nd day of February, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHTINGER
Chief, Real Property Division

Neli Sherk
Neli Sherk

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**SHENK****APN 26-491-19**

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

Being a portion of the land conveyed to Neli Shenk by that deed recorded May 14, 1990 in Volume 4673 of Official Records of Santa Cruz county at Page 966, and more particularly described as follows:

Parcel A

Beginning at the westerly corner of said land of Shenk, on the northerly line of Capitola Road; thence along said northerly line South $57^{\circ} 25'$ East 60.00 feet to the southeasterly boundary of said land; thence leaving said northerly line along said southeasterly boundary North $32^{\circ} 35'$ East 3.95 feet; thence leaving said southeasterly boundary North $57^{\circ} 25'$ West 60.00 feet to a point on the northwesterly boundary of said land of Shenk; thence along said northwesterly boundary South $32^{\circ} 35'$ West 3.95 feet to the point of beginning.

Containing 237 square feet, more or less.

Parcel B

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

A strip of land 7.05 feet wide, the southwesterly line of which is the northeasterly line of the above described Parcel A.

Containing 423 square feet, more or less.

RHN:bbs

EXHIBIT "A"

0395

SHENK

APN 26-491-19

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 Neli Shenk by that deed recorded May 14, 1990 in Volume.4673 of Official Records of Santa Cruz County at Page 966 and more particularly described as follows:

Being a strip of land 26.00 feet wide, the southwesterly boundary of which is the southwesterly boundary of said land of Shenk.

Containing 1,560 square feet, more or less.

RHN:bbs

Property No.: 19APN: 029-144-13

Janine Diane Hall
(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 JANINE DIANE HALL hereinafter called **SELLERS**. The parties mutually agree ES 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 2277 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 \$22,200.00 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, Scotts Valley escrow No. 9458075-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 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, 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.

7. 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 27, 2000.

8. 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.

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 _____, 20__ ; and SELLERS have executed this agreement as of the 5th day of March 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Janine Diane Hall
Janine Diane Hall

APPROVED AS TO FORM:

By: D. McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: THOMAS L. BOLICH
Director of Public Works

(SELLERS)

HALL**APN 29-144-13**

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

Being a portion of the land conveyed to Janine Diane Hall by that deed recorded August 30, 1995 in Volume 5721 of Official Records of Santa Cruz County at Page 475, and more particularly described as follows:

Parcel A

Beginning at the northwesterly corner of said land of Hall, on the southerly line of Capitola Road; thence along said southerly line South 84° 33' East 60.00 feet to the easterly boundary of said land; thence leaving said southerly line along said easterly boundary South 5° 27' West 5.99 feet; thence leaving said easterly boundary North 84° 11' 16" West 60.00 feet to a point on the westerly boundary of said land of Hall; thence along said westerly boundary North 5° 27' East 5.61 feet to the point of beginning.

Containing 348 square feet, more or less.

Parcel B

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

Beginning at the southwest corner of the above described Parcel A, on the westerly boundary of said land of Hall; thence leaving said westerly boundary South 84° 11' 16" East 60.00 feet to a point on the easterly boundary of said land; thence along said easterly boundary South 5° 27' West 6.62 feet; thence leaving said easterly boundary North 84° 11' 18" West 18.61 feet; thence North 49° 20' 26" West 4.38 feet; thence North 84° 11' 18" West 37.88 feet to a point on the westerly boundary of said land of Hall; thence along said westerly boundary North 5° 27' East 4.12 feet to the point of beginning.

Containing 298 square feet, more or less.

RHN:bbs

HALL

APN 29-144-13

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 **Janine Diane Hall** by that deed recorded August 30, 1995 in Volume 5721 of Official Records of Santa Cruz County at Page 475, and more particularly described as follows:

Being a strip of land 30 feet wide, the northerly boundary of which is the northerly boundary of said land of Hall.,

Containing 1,800 square feet, more or less.

RHN:bbs

Property No.: 1 5APN: 029-111-32Bernice Brubeck-Wong

(Sellers)

Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 30TH day of MARCH, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BERNICE BRUBECK-WONG 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 7353 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 \$10,950.00 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

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arising from any lease on the property exceeding a period of one month.

IN WITNESS WHEREOF, the County has caused this contract to be duly executed as of the _____ day of _____ I 20 ; and SELLERS have executed this agreement as of the day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Bernice Brubeck-Wong
Bernice Brubeck-Wong

APPROVED AS TO FORM:

By: D. McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

Ev: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0403

BRUBECK-WONG

APN 29-11 1-32

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 the land conveyed to Bernice Brubeck-Wong by that deed recorded February 13, 1989 in Volume 4458 of Official Records of Santa Cruz County at Page 228, and more particularly described as follows:

Beginning at the northwesterly corner of the strip of land offered for dedication in Volume 3643 of Official Records of Santa Cruz County at Page 36; thence along the westerly boundary of said land of Brubeck-Wong, North 0.57 feet; thence leaving said westerly line South $87^{\circ} 29' 54''$ East 27.53 feet; thence South $61^{\circ} 19' 41''$ East 2.27 feet; thence South $87^{\circ} 29' 54''$ East 48.38 feet; thence North $66^{\circ} 19' 53''$ East 2.27 feet; thence South $87^{\circ} 29' 54''$ East 19.97 feet; thence South $61^{\circ} 19' 41''$ East 2.27 feet; thence South $87^{\circ} 29' 54''$ East 19.27 feet to a point on the easterly boundary of said land of Brubeck-Wong; thence along said easterly boundary South 6.47 feet to the northeasterly corner of said strip of land offered for dedication; thence along the northerly boundary of said strip North $84^{\circ} 15' 00''$ West 121.70 feet to the point of beginning.

Containing 4 16 square feet, more or less.

RHN:bbs

BRUBECK-WONG**APN 29-1 1 1-32**

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 Bernice Brubeck-Wong by that deed recorded February 13, 1989 in Volume 4458 of Official Records of Santa Cruz County at Page 228, and more particularly described as follows:

Being a strip of land 12 feet in width, the southerly boundary of which is the northerly boundary of the strip of land offered for dedication in Volume 3643 of Official Records of Santa Cruz County at Page 36.

Containing 1,460 square feet, more or less.

RHN:bbs

Shon Leonetti
Susan Leonetti
(SELLERS)

Property No.: 55
APN: 026-63 1-06
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ d a y ____ o f ____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and SHON LEONETTI and SUSAN LEONETTI, 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 734 **Capitola Road** in the **County of Santa Cruz (APN 026-63 1-06)**, 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 **\$1,000.00** 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.

(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 with the County of Santa Cruz, Department of Public Works at 701 Ocean Street, Santa Cruz, CA 95060.

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount into escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the March of _____, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Susan Leonetti
Susan Leonetti

Susan Leonetti
Susan Leonetti

APPROVED AS TO FORM:

By: Dana McRae
DANA McRAE
Chief Assistant County Counsel

(SELLERS)

COUNTY:

60: Thomas E. Bolich
THOMAS E. BOLICH
Director of Public Works

LEONETTI

EXHIBIT "A"

APN 26-631-06

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 3 as shown on the map filed September 14, 1998 in Volume 55 of Parcel Maps at Page 33, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 1.50 feet wide, the northeasterly boundary of which is the northeasterly boundary of said Lot 3, along the southwesterly boundary of Parcel B, as shown on said map.

Containing 30 square feet, more or less.

RJN:bbs

EXHIBIT "A"**LEONETTI****APN 26-631-06**

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

Being a temporary construction easement over a portion of Lot 3 as shown on the map filed September 14, 1998 in Volume 55 of Parcel Maps at Page 33, Santa Cruz County Records and more particularly described as follows:

Being a strip of land 10.00 feet wide, the northeasterly boundary of which is the northeasterly boundary of said Lot 3, along the southwesterly boundary of Parcel B, as shown on said map.

Containing 202 square feet, more or less.

RHN:bbs

City of Santa Cruz
(SELLERS)

Property No.: 61
APN: 026-082-01
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CITY OF SANTA CRUZ, a municipal corporation, 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 on Capitola Road at 7th Avenue in the County of Santa Cruz (APN 026-082-01), 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 **\$500.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) 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 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. This transaction will be handled through an internal escrow by the County of Santa Cruz, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, Santa Cruz, CA 95060.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the COUNTY including the right to remove and dispose of improvements, shall commence on the date the COUNTY delivers said total amount shown in clause 3(A)

to the SELLERS, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession and use and interest from said date.

5. 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 October 1, 2000.

6. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

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 _____, 2001; and the/SELLERS have executed this agreement as of the 27th day of _____ r & r - j _____, 2001.

APPROVED AS TO FORM

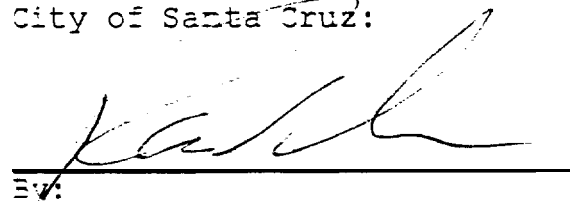


ASST. CITY ATTORNEY

City of Santa Cruz:

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division



By: _____

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: Thomas L. Bolich
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**CITY OF SANTA CRUZ****APN 26-082-01**

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

Being an easement for construction and maintenance of storm drainage facilities over a portion of Parcel Two of the land conveyed to the City of Santa Cruz by that deed recorded September 15, 1994 in Volume 5569 of Official Records of Santa Cruz County at Page 130, and more particularly described as follows:

Being a strip of land 40.00 feet wide, the center of which is described as follows:

Beginning at the concrete monument on the west side of Capitola Road which has a radial bearing from the center of Capitola Road of South 58° 05' 20" West as shown on the Record of Survey Map filed April 16, 1961 in Volume 32 of Maps at Page 101, Santa Cruz County Records; thence South 58° 05' 20" West 25.00 feet.

Containing 970 square feet, more or less.

RHN:bbs

Donna L. Rodoni
(SELLERS)

Property No.: 60
APN: 025-501-01
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and DONNA L. RODONI, as Trustee under revocable Trust Agreement dated 12/22/1992, 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 the corner of **Capitola** Road and 7th Avenue in the County of Santa Cruz (APN 025-1 61-33), 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 \$32,800.00 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.
 - (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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-43 g-4200).
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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be **left** in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the 2nd day of March

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Donna L. Rodoni, Trustee
Donna L. Rodoni, Trustee

APPROVED AS TO FORM:

By: D. McRae 4.3.01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**RODONI****APN 25-501-01**

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

Being a portion of the land conveyed to Donna L. Rodoni, Trustee, by that deed recorded June 27, 1994 in Volume 5529 of Official Records of Santa Cruz County at Page 234, and more particularly described as follows:

Parcel A

Beginning at a point on the southerly line of Capitola Road as shown on the Record of Survey Map filed August 2, 1974 in Volume 47 of Maps at Page 63, Santa Cruz County Records, at the westerly corner of the lands conveyed to the County of Santa Cruz by that deed recorded March 8, 1962 in Volume 1457 of Official Records of Santa Cruz County at Page 174; thence from said point of beginning along a curve to the right with a beginning tangent bearing of South 70° 55' 25" East and a radius of 20.00 feet through a central angle of 87° 17' 44" an arc distance of 30.47 feet; thence along a curve to the left with a beginning tangent bearing of North 5° 30' 26" West and a radius of 28.53 feet through a central angle of 65° 48' 19" an arc distance of 32.77 feet; thence along a tangent curve to the left with a radius of 907.62 feet through a central angle of 6° 02' 06" an arc distance of 95.60 feet to a point on the southerly line of Capitola Road; thence along said southerly line South 81° 47' 48" East 25.91 feet; thence continuing along said southerly line along a curve to the right with a beginning tangent bearing of South 75° 43' 15" East and a radius of 910.00 feet through a central angle of 4° 47' 50" an arc distance of 76.19 feet to the point of beginning.

Containing .294 square feet, more or less.

Parcel B

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

Beginning at the westerly corner of the above described Parcel A, on the southerly line of Capitola Road; thence along the southerly boundary of said Parcel A along a curve to the right with a beginning tangent bearing of South 77° 20' 50" East and a radius of 907.62 feet through a central angle of 6° 02' 06" an arc distance of 95.60 feet; thence continuing along said southerly boundary of said Parcel A along a tangent curve to the right with a radius of 28.53 feet through a central angle of 65° 48' 19" an arc distance of 32.77 feet to a point on the westerly line of Seventh Avenue as shown on the aforesaid map; thence along said westerly line along a curve to the right with a beginning tangent bearing of South 16° 22' 19" West and a radius of 20.00 feet through a central angle of 8° 30' 11" an arc distance of 2.97 feet; thence continuing along said westerly line South 24° 52' 30" West 12.65 feet; thence leaving said westerly line North 65° 07' 30" West 5.71 feet; thence North 24° 52' 30" East 4.69 feet; thence along a tangent curve to the left with a radius of 19.00 feet through a central angle of 81° 10' 41" an arc distance of 26.92 feet; thence North 64° 33' 28" West 20.62 feet; thence along a curve to the left with a beginning tangent bearing of North

72° 16' 03" West and a radius of 903.47 feet through a central angle of 2" 15' 07" an arc distance of 35.51 feet; thence South 10" 33' 43" East 5.68 feet; thence South 79" 26' 17" West 2.00 feet; thence North 10" 33' 43" West 6.65 feet; thence along a curve to the left with a beginning tangent bearing of North 74° 39' 37" West and a radius of 903.47 feet through a central angle of 2" 41' 29" an arc distance of 42.44 feet; thence South 12° 33' 12" West 2.00 feet; thence North 77" 26' 48" West 3.00 feet; thence North 12" 33' 12" East 2.00 feet; thence North 77" 49' 19" West 8.83 feet; thence South 78" 07' 29" West 6.95 feet; thence North 79" 26' 39" West 29.79 feet; thence North 51° 26' 27" West 4.59 feet; thence North 76" 32' 00" West 17.30 feet to a point on the westerly boundary of said land of Rodoni; thence along said westerly boundary North 01" 40' 20" East 0.55 feet to a point on the southerly line of Capitola Road; thence along said southerly line South 81° 47' 48" East 69.73 feet to the point of beginning.

Containing 965 square feet, more or less.

RHN:bbs

RODONI

APN 26-501-01

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 Donna L. Rodoni, Trustee, by that deed recorded June 27, 1994 in Volume 5529 of Official Records of Santa Cruz County at Page 234, and more particularly described as follows:

Being a strip of land 16.00 feet wide lying south and west of the below described line:

Beginning at the northwesterly corner of said land of Rodoni, on the southerly line of Capitola Road; thence along said southerly line South $81^{\circ} 47' 48''$ East 95.64 feet; thence continuing along said southerly line along a curve to the right with a beginning tangent bearing of South $75^{\circ} 43' 15''$ East and a radius of 910.00 feet through a central angle of $4^{\circ} 47' 50''$ an arc distance of 76.19 feet; thence along a tangent curve to the right with a radius of 20.00 feet through a central angle of $95^{\circ} 47' 55''$ an arc distance of 33.44 feet to a point on the westerly line of Seventh Avenue; thence along said westerly line South $24^{\circ} 52' 30''$ West 12.65 feet.

Containing 3,234 square feet, more or less,

RHN:bbs

Stagnaro Brothers Investment Co.
(SELLERS)

Property No.: 08 & 09
APN: 026- 11 1-34 & 48
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this d a y o f _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and STAGNARO BROTHERS INVESTMENT COMPANY, 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(s) covering a portion of the property located at 2211 **Capitola** Road in the County of Santa Cruz (APN 026-1 1 1-34 & 48), 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 **\$29,300.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed(s) 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 escrow with Santa Cruz Title Company at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-438-4200).

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition. Any existing improvements located within this temporary easement area, exclusive of any fee or permanent easement areas and not including those improvements already compensated for as specified in the appraisal, that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

9. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

10. 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 _____, 2001; and the SELLERS have executed this agreement as of the 14th day of March, 2001.

RECOMMENDED FOR APPROVAL

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

APPROVED AS TO FORM:

By: *Dana McRae*
DANA McRAE
Chief Assistant County Counsel

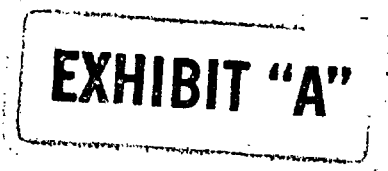
COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

Stagnaro Brothers Investment Company:

Ermest Stagnaro
By: _____
John Stagnaro
By: _____

(SELLERS)



STAGNARO

APN 29-11 1-34

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

Being a portion of Parcel Two of the land conveyed to Stagnaro Brothers Investment Company by that deed recorded March 23, 1977 in Volume 2736 of Off&l Records of Santa Cruz County at Page 68, and more particularly described as follows:

Parcel A

Beginning at the southeasterly corner of said Parcel Two on the northerly line of Capitola Road; thence from said point of beginning along said northerly line North 84° 30' 20" West 80.00 feet to the westerly boundary of said Parcel Two; thence leaving said northerly line along said westerly boundary North 11° 45' East 10.44 feet; thence leaving said westerly boundary South 80° 57' 04" East 20.76 feet; thence along a tangent curve to the left with a radius of 131.30 feet through a central angle of 2° 31' 38" an arc distance of 57.84 feet to a point on the easterly boundary of said Parcel Two; thence along said easterly boundary South 2° 30' West 6.78 feet to the point of beginning.

Containing 655 square feet, more or less.

Parcel B

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

A strip of land 6.60 feet wide, the southerly boundary of which is the northerly boundary of the above described Parcel A.

Containing 5.14 square feet, more or less.

RHN:bbs

EXHIBIT "A"**STAGNARO****APN 29-11 1-34**

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

Being a portion of Parcel Two of the land conveyed to Stagnaro Brothers Investment Company by that deed recorded March 23, 1977 in Volume 2736 of Official Records of Santa Cruz County at Page 68, and more particularly described as follows:

Being a temporary construction easement over a portion of said Parcel Two, and more particularly described as follows:

A strip of land 25 feet wide, the southerly boundary of which is the southerly boundary of said Parcel Two.

Containing 1,949 square feet, more or less.

RHN:bbs

APN 29-111-48

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

Being a portion of Parcel Three of the land conveyed to Stagnaro Brothers Investment Company by that deed recorded March 23, 1977 in Volume 2736 of Official Records of Santa Cruz County at Page 68, and more particularly described as follows:

Parcel A

Beginning at the southeasterly corner of said Parcel Three, on the northerly line of Capitola Road; thence from said point of beginning along said northerly line North $84^{\circ} 30' 20''$ West 2.00 feet; thence continuing along said northerly line North $54^{\circ} 19' 55''$ West 23.54 feet; thence leaving said northerly line South $80^{\circ} 57' 04''$ East 23.53 feet to a point on the easterly boundary of said Parcel Three; thence along said easterly boundary South $11^{\circ} 45'$ West 10.44 feet to the point of beginning.

Containing 134 square feet, more or less.

Parcel B

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

A strip of land 6.60 feet wide, the southerly boundary of which is the northerly boundary of the above described Parcel A.

Containing 156 square feet, more or less.

Parcel C

Being an easement for overhead utility purposes over a portion of said Parcel Three, and more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel B, on the easterly boundary of said Parcel Three; thence North $70^{\circ} 01' 17''$ West 44.30 feet; thence along a curve to the left with a beginning tangent bearing of South $28^{\circ} 20' 26''$ East and a radius of 23.00 feet through a central angle of $56^{\circ} 03' 25''$ an arc distance of 22.50 feet to a point on the westerly boundary of said Parcel B; thence along said westerly boundary North $9^{\circ} 02' 56''$ East 0.59 feet to the northerly boundary of said Parcel B; thence along the northerly boundary thereof South $80^{\circ} 57' 04''$ East 23.85 feet to the point of beginning.

Containing 145 square feet, more or less.

RHN:bbs

STAGB

60

Property No.: 10 0424
APN: 029- 111-42
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

David R. Horn
(SELLERS)

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DAIVD R. HORN, Trustee of the David R. Horn Trust dated 9/26/2000, 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(s) covering a portion of the property located at 2235 Capitola Road in the County of Santa Cruz (APN 029-1 1 1-42), 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 \$27,120.00 for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed(s) 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 escrow with Santa Cruz Title Company at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-43 8-4200).
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:

60

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

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 2001; and the SELLERS have executed this agreement as of the 7 day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

David R. Horn
David R. Horn, trustee *Trustee*

APPROVED AS TO FORM:

By: D. McRae 4.3.01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS E. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"
HORN

APN 29-1 1 1-42

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

Being a portion of Lot 3 as shown on the map filed December 28, 1922 in Volume 18 of Maps at Page 38, Santa Cruz County Records, and more particularly described as follows:

Parcel A

Beginning at the southwesterly corner of said Lot 3, on the northerly line of Capitola Road; thence from said point of beginning along said northerly line South $84^{\circ} 30'$ East 73.18 feet; thence leaving said northerly line North $5^{\circ} 30'$ East 6.22 feet; thence North $84^{\circ} 08' 12''$ West 58.35 feet; thence along a tangent curve to the right with a radius of 13 11.30 feet through a central angle of $0^{\circ} 39' 50''$ an arc distance of 15.19 feet to a point on the westerly boundary of said Lot 3; thence along said westerly boundary South $2^{\circ} 30'$ West 6.78 feet to the point of beginning.

Containing 474 square feet, more or less.

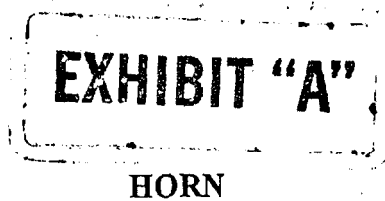
Parcel B

Being an easement for sidewalk, utility, and sign purposes over a portion of said Lot 3, and more particularly described as follows:

A strip of land 6.60 feet wide, the southerly boundary of which is the northerly boundary of the above described Parcel A.

Containing 486 square feet, more or less.

RHN:bbs



APN 29-1 1 1-42

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

Being a portion of Lot 3 as shown on the map filed December 28, 1922 in Volume 18 of Maps at Page 38, Santa Cruz County Records, and more particularly described as follows:

Being a temporary construction easement over a portion of said Lot 3, and more particularly described as follows:

A strip of land 26 feet wide, the southerly boundary of which is the southerly boundary of said Lot 3.

Containing 1,920 square feet, more or less.

RHN:bbs

Blanche Gzsanka
(SELLERS)

Property No.: 49
APN: 026-49 1- 11
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this o day f _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and BLANCHE GZSANKA, as successor trustee of the Laszlo and Blanche Gzsanka revocable living trust, established July 29, 1992, 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 841 **Capitola** Road in the County of Santa Cruz (APN 026-491-11), 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 \$18,750.00 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.

(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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-438-4200).

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:

6 0

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

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 2001; and the SELLERS have executed this agreement as of the 16th day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Blanche Gzanska Trustee
Blanche Gzanska, trustee

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

GZSANKA

APN 26-491-11

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

Being a portion of the land conveyed to Les and Blanche Gzsanka, Trustees, by that deed recorded August 18, 1992 in Volume 5090 of Official Records of Santa Cruz County at Page 350, and more particularly described as follows:

Parcel A

Be-ginning at the westerly comer of said land of Gzsanka, on the northerly line of Capitola Road; thence along said northerly line South 57" 25' East 100.00 feet to the southeasterly boundary of said land; thence leaving said northerly line along said southeasterly boundary North 32° 35' East 5.75 feet; thence leaving said southeasterly boundary North 57" 25' West 100.00 feet to a point on the northwesterly boundary of said land of Gzsanka; thence along said northwesterly boundary South 32' 35' West 5.75 fee-r to the point of beginning.

Containing 575 square feet, more or less.

Parcel B

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

A strip of ~~land 6.75 feet~~ wide, the southwesterly line of which is the northeasterly line of the above described Parcel A.

Containing 675 square feet, more or less.

RHN:bbs

EXHIBIT "A"**GZSANKA****APN 26-491-11**

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 Les and Blanche Gzsanka, Trustees, by that deed recorded August 18, 1992 in Volume 5090 of Official Records of Santa Cruz County at Page 350 and more particularly described as follows:

Being a strip of land 20.00 feet wide, the southwesterly boundary of which is the southwesterly boundary of said land of Gzsanka.

Containing 2,001 square feet, more or less.

RHN:bbs

Deborah J. Hoyt
(SELLERS)

Property No.: 59
APN: 026-47 1-O 1
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this d a y o f _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DEBORAH J. HOYT, Trustee UDT 9/10/86, 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 Temporary Easement Deed covering a portion of the property located at 655 **Capitola** Road in the County of Santa Cruz (APN 026-47 1-O 1), 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 \$1,500.00 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.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor. This transaction will be handled through an internal escrow with the County of Santa Cruz, Department of Public Works at 701 Ocean Street, 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 in escrow with Santa Cruz Title Company, 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. 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 October 1, 2000.

6. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month.

7. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition. Any existing improvements located within this temporary easement area, exclusive of any fee or permanent easement areas and not including those improvements already compensated for as specified in the appraisal, that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

8. The COUNTY shall install a pad for the bus shelter that will be no larger than 6 x 12 feet in size. COUNTY shall also reset existing sprinkler heads in appropriate locations.

9. Excepting the sole negligence of the SELLERS and excepting defects in the premises which existed as of the date of the appraisal for which this indemnification was requested, the COUNTY shall defend, indemnify, and hold SELLERS harmless from and against all claims, damages, losses, and suits for injuries, including death, to any person or property arising from the COUNTY'S Capitola Road Improvement Project.

10. 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 _____, 2001; and the SELLERS have executed this agreement as of the 16th day of MARCH, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Owners of Common Area of PM 41-3:

Deborah J. Hoyt, Trustee
by: Deborah J. Hoyt, trustee

APPROVED AS TO FORM

By: D. McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

OWNERS OF CA OF 41PM3

APN 26-471-01

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

Being a temporary construction easement over a portion of Lot A as shown on the parcel map filed May 25, 1982 in Volume 41 of Parcel Maps at Page 3, Santa **Cruz** County Records, and more particularly described as follows:

Being a strip of land 9.00 feet wide, the southerly boundary of which is the southerly boundary of said Lot A as shown on said map, on the northerly line of **Capitola** Road.

Containing 1,240 square feet, more or less.

RHN:bbs

Property No.: 38

0435

APN: 026-193-01

Dennis H. Glaum

Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

(Sellers)

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 DENNIS H. GLAUM 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 1250 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 \$15,000.00 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, their escrow No. 9458053-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, July 28, 7000.

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 dily executed as of the _____ day of _____, 1999; and SELLERS have executed this agreement as of the 7th day of March, ~~1999~~, 2001.

RXOMMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Dennis H. Glaum
DENNIS H. GLAUM

APPROVED AS TO FORM:

By: Dana McRae 4-301
DANA MCRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A" GLAUM

APN 26-193-01

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

Being a portion of Parcel One of the land conveyed to Dennis H. Glaum by that deed recorded January 10, 1985 in Volume 3793 of Official Records of Santa Cruz County at Page 463, and more particularly described as follows:

Parcel A

Being a strip of land 5.00 feet wide, the northerly boundary of which is the northerly boundary of said Parcel One.

Containing 378 square feet, more or less.

Parcel B

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

Being a strip of land 6.00 feet wide, the northerly boundary of which is the southerly boundary of the above described Parcel A.

Containing 454 square feet, more or less.

RHN:bbs

GLAUM

APN 26-193-01

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

Being a temporary construction easement over a portion of Parcel One of the land conveyed to Dennis H. Glaum by that deed recorded January 10, 1985 in Volume 3793 of Official Records of Santa Cruz County at Page 463, and more particularly described as follows:

Being a strip of land 14.00 feet wide, the northerly boundary of which is the northerly boundary of said Parcel One.

Containing 1,059 square feet, more or less.

RHN:bbs

Kathy Williams
Richard Williams
(SELLERS)

Property No.: 54
APN: 026-63 1-07
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and KATHY A. WILLIAMS and RICHARD C. WILLIAMS, 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 734 **Capitola** Road in the County of Santa Cruz (APN 026-63 1-07), more particularly described in Exhibit "A", attached hereto and made a part hereof and a W-9 Form, Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY, State of California.

3. The COUNTY shall:

(A) Pay the undersigned **SELLERS** the sum of **\$1,100.00** 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.

(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 with the County of Santa Cruz, Department of Public Works at 701 Ocean Street, Santa Cruz, CA 95060.

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount into escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project OR on December 31, 2002, whichever occurs first.

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 0 day of _____, 2001; and the SELLERS have executed this agreement as of the 6th day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Kathy A. Williams
Kathy A. Williams

Richard C. Williams
Richard C. Williams

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

(SELLERS)

COUNTY:

By: _____
THOMAS L. BOLICH
Director of Public Works

EXHIBIT "A"**WILLIAMS****APN 26-631-07**

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 4 as shown on the map filed September 14, 1998 in Volume 55 of Parcel Maps at Page 33, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 1.50 feet wide and 3.00 feet long, the 3.00 foot long northeasterly boundary of which is on the northeasterly boundary of said Lot 4, and the northerly corner of which is the most northerly corner of said Lot 4.

Containing 4.5 square feet.

RHN:bbs

8443

EXHIBIT "A"

WILLIAMS

APN 26-631-07

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

Being a temporary construction easement over a portion of Lot 4 as shown on the map filed September 14, 1998 in Volume 55 of Parcel Maps at Page 33, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 5.00 feet wide, the northeasterly boundary of which is the northeasterly boundary of said Lot 4.

Containing 333 square feet, more or less.

RHN:bbs

Dennis L. Abma
(SELLERS)

Property No.: 57
APN: 026-63 1-16
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 30th day of Nov, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and DENNIS L. ABMA, 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 1574 7th Avenue in the County of Santa Cruz (APN 026-63 1-16), 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 \$5,000.00 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.

(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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (83 1-43 8-4200).

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

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 2001; and the SELLERS have executed this agreement as of the 25th day of March 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Dennis L. Abma
Dennis L. Abma

APPROVED AS TO FORM:

By: D. McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**ABMA****APN 26-631-16**

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

Being an easement for sidewalk, ^{bus shelter,} retaining wall, sign, and utility purposes over a portion of the land of Abma as shown on the record of survey map filed August 2, 1974, in Volume 47 of Maps at Page 53, Santa Cruz County Records, and more particularly described as follows:

Beginning at the northeasterly corner of said land of Abma as shown on said map, on the southerly line of Capitola Road; thence along said southerly line along a curve to the left with a beginning tangent bearing of North 60° 54' 50" West and a radius of 908.00 feet through a central angle of 2° 34' 01" an arc distance of 40.68 feet; thence leaving said southerly line South 50° 34' 19" East 23.44 feet; thence along a curve to the right with a beginning tangent bearing of South 62° 01' 51" East and a radius of 903.05 feet through a central angle of 1° 08' 24" an arc distance of 17.97 feet to a point on the easterly boundary of said land of Abma; thence along said easterly boundary North 24° 52' 30" East 4.96 feet to the point of beginning.

Containing 146 square feet, more or less.

RHN:mg
ABM

EXHIBIT "A"**ABMA****APN 26-631-16**

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 of Abma as shown on the record of survey map filed August 2, 1974, in Volume 47 of Maps at Page 53, Santa Cruz County Records, and more particularly described as follows.

Being a strip of land 20 feet wide, the northerly boundary of which is the northerly boundary of said land of Abma.

Containing 13 17 square feet, more or less.

Eastbrook Homeowners Association
(SELLERS)

Property No.: 42
APN: 026-581-11
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and EASTBROOK HOMEOWNERS ASSOCIATION, 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 Eastbrook Terrace and **Capitola** Road in the County of Santa Cruz (APN 026-58 1-1 1), 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 **\$1,800.00** 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.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the COUNTY, the premium charge therefor. This transaction will be handled through an internal escrow with the County of Santa Cruz, Department of Public Works at 701 Ocean Street, Santa Cruz, CA 95060.
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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. It is understood and agreed that the County shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition and that any existing improvements located within this temporary easement area that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

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 _____, 2001; and the SELLERS have executed this agreement as of the 20th day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Eastbrook Homeowners Assoc. :

C. Berka
By: Catherine Borka, president

APPROVED AS TO FORM:

By: Dana McRae 4-3-01
DANA McRAE

Chief Assistant County Counsel

COUNTY

By: Thomas L. Bolich
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**OWNERS OF CA OF EASTBROOK TRACT 1072****APN 26-581-11**

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

Being an easement for bus shelter and street light purposes over a portion of Lot 1 P.S.E. as shown on the map entitled "Tract No. 1072 Eastbrook" filed September 23, 1983 in Volume 72 of Maps at Page 63, Santa Cruz County Records, and more particularly described as follows:

Beginning at a point on the northerly line of **Capitola** Road from which the westerly corner of said Lot 1 P.S.E. bears North **57° 01' 40"** West 3 1.21 feet; thence from said point of beginning along said northerly line South **57° 01' 40"** East 16.00 feet; thence leaving said northerly line North **32° 58' 20"** East 6.00 feet; thence North **57° 01' 40"** West 16.00 feet; thence South **32° 58' 20"** West 6.00 feet to the point of beginning.

Containing 96 square feet, more or less.

RHN:bbs

EXHIBIT "A"**OWNERS OF CA OF EASTBROOK TRACT 1072****APN 26-581-11**

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 P.S.E. as shown on the map entitled "Tract 1072 Eastbrook" filed September 23, 1983 in Volume 72 of Maps at Page 63, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 18.70 feet wide, the southwesterly boundary is the southwesterly boundary of said Lot 1 P.S.E.

Containing 2,339 square feet, more or less.

RHN:bbs

EASTBRB

7-28²⁰60

Walt Eller Trailers
Sales of Merced, Inc, et al
(SELLERS)

Property No.: 33
APN: 026-143-21 & ~~21~~
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day__ of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and WALT ELLER TRAILER SALES OF MERCED, INC. and WALT ELLER TRAILER SALES OF MODESTO, INC., hereinafter called SELLERS. The parties mutually agree as follows:

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

2. SELLERS agree to execute and deliver a document in the form of a Deed covering a portion of the property located at 1361 Capitola Road in the County of Santa Cruz (APN 026-143-20 & 21), 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 \$31,700.00 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.

(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.

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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land, within the temporary construction easement described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition. Any existing improvements located within this temporary easement area, exclusive of any fee or permanent easement areas and not including those improvements already compensated for as specified in the appraisal, that may have been disturbed or removed during the course of the work will be restored or replaced in kind. The temporary construction easement will terminate at the completion of the project or on December 31, 2002, whichever occurs first.

9. The COUNTY, as part of the **Capitola** Road Improvement Project, agrees to reconfigure SELLERS site to the condition shown on Exhibit "B", attached hereto and made a part hereof In additions to items included on Exhibit "B", COUNTY agrees to the following:

(A) The existing illuminated sign, attached to a single metal pole, located adjacent to commercial building at 1355 **Capitola** Road, shall be relocated where indicated on Exhibit "B". Its present size and dimensions will remain the same. Electric service will be provided to the new location. The existing non-illuminated wood sign will be attached to this pole below the illuminated sign.

 **60**

(B) The COUNTY shall install plants and irrigation drip system, including battery operated control, in planter areas located on SELLERS property as shown on Exhibit "B". Once this is installed and in good working order, the SELLERS will be responsible to maintain all plant life and drip irrigation system in a well maintained manner.

(C) The existing telephone booth located on the SELLERS property shall be relocated by the COUNTY where shown on Exhibit "B". It is to be mounted on its own pole as close to the face of the building as possible, without being attached to the building. The new booth shall be the newer compact model design similar to the type installed at 4000 Portola Drive in Santa Cruz.

(D) The COUNTY shall install ~~five steel~~ bollards along the store front of 1355 Capitola Road. They shall be painted to match the existing building color. They shall be located in front of each existing wood support beam.

10. 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 _____, 2001; and the SELLERS have executed this agreement as of the Merced _____, 2001.

RECOMMENDED FOR APPROVAL

By: Scott C. Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Walt Eller Trailer Sales of Merced, Inc.:

Walt Eller
By: Walt Eller

APPROVED AS TO FORM:

By: D. McRae 4-30
DANA McRAE
Chief Assistant County Counsel

Walt Eller Trailer Sales of Modesto, Inc.:

Walt Eller
by: Walt Eller

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

Walt Eller

EXHIBIT "A"**ELLER****APN 26-143-21**

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

Being a portion of Lot 9 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 southwesterly corner of said Lot 9, on the northerly line of Capitola Road; thence along said northerly line South 69° 39' 15" East 85.00 feet; thence along a tangent curve to the left with a radius of 20.00 feet through a central angle of 40° 30' 39" an arc distance of 14.14 feet; thence along a curve to the right with a beginning tangent bearing of North 88° 11' 39" West and a radius of 18.68 feet through a central angle of 18° 32' 24" an arc distance of 6.05 feet; thence North 69° 39' 15" West 92.05 feet to a point on the westerly boundary of said Lot 9; thence along said westerly boundary South 20° 20' 45" West 3.82 feet to the point of beginning.

Containing 357 square feet, more or less.

Parcel B

Being an easement for sidewalk, retaining wall, utility, and sign purposes over a portion of said Lot 9, and more particularly described as follows:

Beginning at the northwesterly corner of the above described Parcel A on the westerly boundary of said Lot 9; thence leaving said westerly boundary South 69° 39' 15" East 92.05 feet; thence along a tangent curve to the left with a radius of 18.68 feet through a central angle of 18° 32' 24" an arc distance of 6.05 feet; thence along a curve to the left with a beginning tangent bearing of North 69° 50' 06" East and a radius of 20.00 feet through a central angle of 49° 29' 24" an arc distance of 17.27 feet; thence North 20° 20' 45" East 0.48 feet; thence along a curve to the right with a beginning tangent bearing of South 30° 03' 49" West and a radius of 12.01 feet through a central angle of 80° 16' 56" an arc distance of 16.83 feet; thence North 69° 39' 15" West 93.16 feet to a point on the westerly boundary of said Lot 9; thence along said westerly boundary South 20° 20' 45" West 6.68 feet to the point of beginning.

Containing 689 square feet, more or less.

RHN:bbs

ELLEB

60

7-28-00

0456
0456

ELLER

EXHIBIT "A"

APN 26-143-21

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

Being a temporary construction easement over a portion of Lot 9 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:

All that land lying southerly and easterly of the below described line:

Beginning at the southwesterly comer of said Lot 9, on the northerly line of Capitola Road; thence along the westerly boundary of said Lot 9 North 20' 20' 45" East 25.00 feet; thence leaving said westerly boundary South 69' 39' 15" East 11.50 feet; thence South 20' 20' 45" West 12.00 feet; thence South 69' 39' 15" East 21 .00 feet; thence North 20' 20' 45" East 54.50 feet to a point on the northerly boundary of said Lot 9.

Containing-5,368 square feet, more or less.

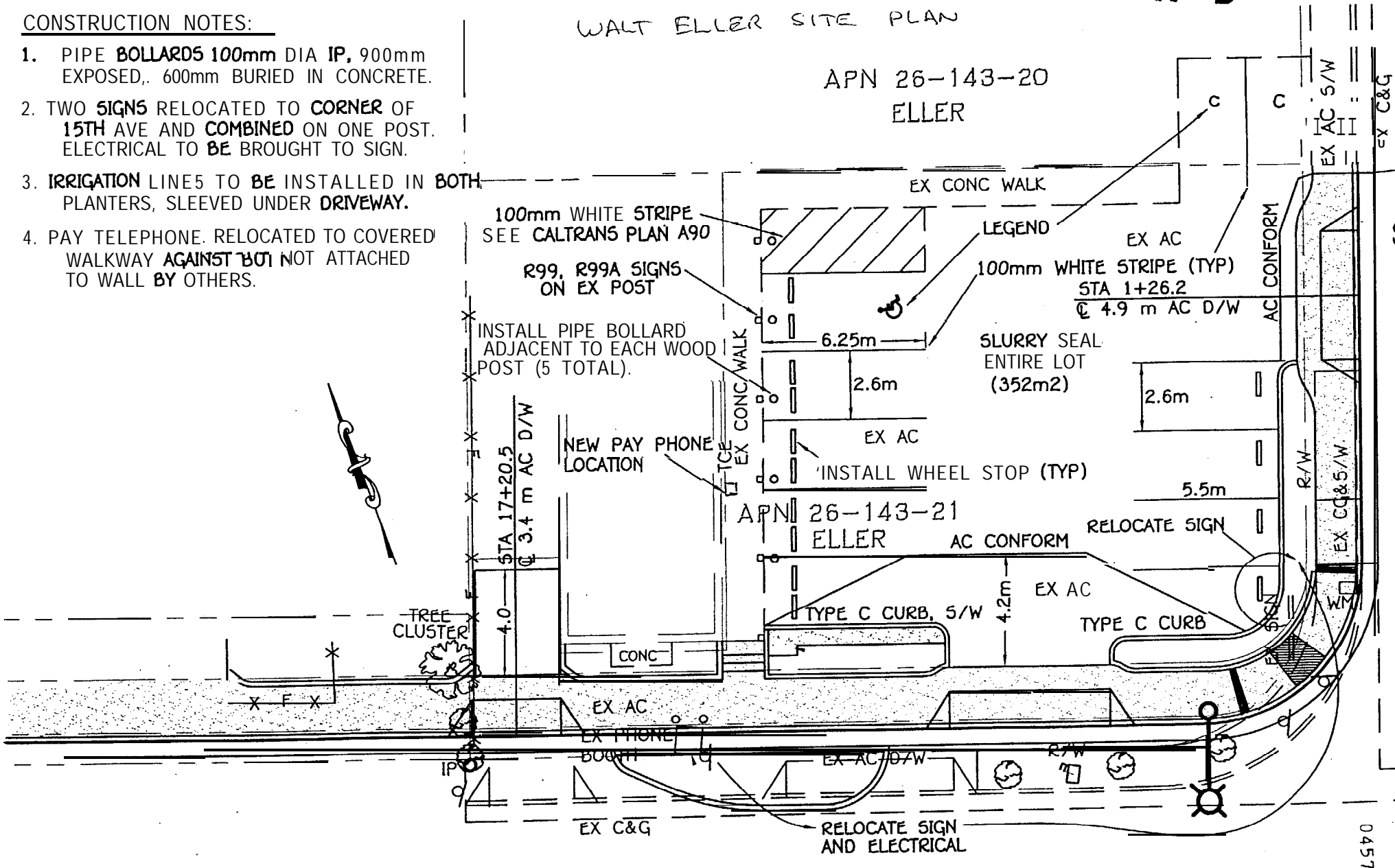
RHN:bbs

EXHIBIT "B"

CONSTRUCTION NOTES:

1. PIPE BOLLARDS 100mm DIA IP, 900mm EXPOSED, 600mm BURIED IN CONCRETE.
2. TWO SIGNS RELOCATED TO CORNER OF 15TH AVE AND COMBINED ON ONE POST. ELECTRICAL TO BE BROUGHT TO SIGN.
3. IRRIGATION LINE5 TO BE INSTALLED IN BOTH PLANTERS, SLEEVED UNDER DRIVEWAY.
4. PAY TELEPHONE. RELOCATED TO COVERED WALKWAY AGAINST BUT NOT ATTACHED TO WALL BY OTHERS.

WALT ELLER SITE PLAN



69

1355 CAPITOLA ROAD

17-t-20

17+40

0457

Edith T. Laurel
(SELLERS)

Property No.: 12
APN: 029-1 1 1-22
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this o day f _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and EDITH T. LAUREL, 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 Grant Deed covering a portion of the property located at 2035 **Capitola** Road in the County of Santa Cruz (APN 029-1 1 1-22), more particularly described in Exhibit "A", attached hereto and made a part hereof and a W-9 Form, Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY, State of California.

3. The COUNTY shall:

(A) Pay the undersigned **SELLERS** the sum of **\$38,800.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Grant 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 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 escrow with Santa Cruz Title Company, located at 4340 Suite A, Scotts Valley Drive, Scotts Valley, 95066 (83 1 438-4200).

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 **60**ny 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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

5. It is understood and agreed that the COUNTY shall have the right to enter on the SELLERS land, within the temporary construction easement area described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area will be left in a clean and orderly condition, and that any existing improvements located within this temporary easement area (exclusive of other acquisition areas required for the project) that may have been disturbed or removed during the course of the project will be restored or replaced in kind. The temporary construction easement shall expire no later than December 31, 2002.

6. 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 in escrow with Santa Cruz Title Company, 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.

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 improvements, shall be the same as the condition of the property on the inspection date, July 31, 2000.

8. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and SELLERS further agree to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

9. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

10. 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.

11. 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 _____, 2001; and the SELLERS have executed this agreement as of the ____ day of _____, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: D. McRae 4.3.01
DANA McRAE
Chief Assistant County Counsel

EDITH T. LAUREL

Patricia O. Bair
attorney in fact
Miss J. Borba
attorney in fact

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

LAUREL

APN 029-111-22

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

Being a portion of Lot 2 as shown on the map filed December 28, 1922 in Volume 18 of Maps at Page 38, Santa Cruz County Records, and more particularly described as follows:

PARCEL A

Beginning at the southeasterly corner of said Lot 2, on the northerly line of Capitola Road; thence from said point of beginning along said northerly line North 84° 30' West 173.45 feet to the westerly boundary of said Lot 2; thence leaving said northerly line along said westerly boundary North 11° 45' East 5.58 feet; thence leaving said westerly boundary South 84° 08' 12" East 82.17 feet; thence along a tangent curve to the left with a radius of 2,952.41 feet through a central angle of 0° 21' 48" an arc distance of 14.56 feet; thence South 84° 30' 00" East 76.15 feet to a point on the easterly boundary of said Lot 2; thence along said easterly boundary South 5° 52' West 4.98 feet to the point of beginning.

Containing 887 square feet, more or less.

PARCEL B

Being an easement for sidewalk, utility, and sign purposes over a portion of said Lot 2, and more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel A; thence along the easterly boundary of said Lot 2 North 5° 52' East 6.00 feet; thence leaving said easterly line North 84° 30' West 58.18 feet; thence North 57° 20' 33" West 2.19 feet; thence North 84° 30' West 13.94 feet; thence South 68° 20' 34" West 2.19 feet; thence along a curve to the right with a beginning tangent bearing of North 84° 30' 15" West and a radius of 2,289.59 feet through a central angle of 0° 22' 04" an arc distance of 14.69 feet; thence North 84° 08' 12" West 81.55 feet to a point on the westerly boundary of said Lot 2; thence along said westerly boundary South 11° 45' West 6.03 feet to the northwesterly corner of Parcel A; thence leaving said westerly boundary along the northerly boundary of said Parcel A the following distances; South 84° 08' 12" East 82.17 feet; thence along a tangent curve to the left with a radius of 2,952.41 feet through a central angle of 0° 21' 48" an arc distance of 14.56 feet; thence South 84° 30' 00" East 76.15 feet to the point of beginning.

Containing 1,051 square feet, more or less.

RHN:bbs

LAUB

EXHIBIT "A"**LAUREL****APN 029-1 1 1-22**

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

Being a temporary construction easement over a portion of Lot 2 as shown on the map filed December 28, 1922 in Volume 18 of Maps at Page 38, Santa Cruz County Records, and more particularly described as follows:

A strip of land 20 feet wide, the southerly boundary of which is the southerly boundary of said Lot 2.

Containing 3,448 square feet, more or less.

RHN:bbs

Creekside Townhomes Community Assoc.
(SELLERS)

Property No.: 40
APN: 026-133-72
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 200 1, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CREEKSIDE TOWNHOMES COMMUNITY ASSOCIATION, 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 Creekside Townhomes development on Capitola Road in the County of Santa Cruz (APN 026-133-72), 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 **\$ 500.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) 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 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. This transaction will be handled through an internal escrow with the County of Santa Cruz, Department of Public Works at 701 Ocean Street, Santa Cruz, CA 95060.
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 interest shall not be construed as limiting SELLERS' responsibility and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said property interests.

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 or deposits said amount in escrow with Santa Cruz Title Company, 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.

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 October 1, 2000.

7. Grantor warrants that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period on one month, and Grantor further agrees to hold harmless and reimburse the County for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

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 _____, 2001; and the SELLERS have executed this agreement as of the 20th day of March, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Dana McRae 4.3.01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: 60 Thomas L. Bolich
THOMAS L. BOLICH
Director of Public Works

Creekside Townhomes Community Assoc.:

by: _____
Edward A. Ly *President*
Colony McBride *Secretary*

(SELLERS)

EXHIBIT "A"**CREEKSIDE TOWNHOMES COMMUNITY ASSOCIATION****APN 26-133-72**

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

Being an easement for street light purposes over a portion of Parcel A as shown on the map entitled "Tract No. 1004, Creekside" filed December 26, 1984 in Volume 74 of Maps at Page 17, Santa Cruz County Records, and further described as follows:

Being a strip of land 2.00 feet wide and 3.00 feet long, the 3.00 foot southwesterly boundary of which is the southwesterly boundary of said Parcel A, and the center of which is 111.66 feet distant from the southeasterly corner of said Parcel A along said southwesterly boundary.

Containing 6 square feet, more or less,

RHN:bbs

Property No.: 1APN: 026-151-43

Jack W. Cross
Arline M. Cross
 (Sellers)

Project: Capitola Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into t h is day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Jack W. Cross, and Arline M. Cross as Joint Tenants 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 1605 Capitola Road in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part hereof. Said documents shall be delivered to SCOTT LOICHINGER Chief Agent, Real Property Division of the COUNTY, State of California:

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of **\$18,800.00** for the property or interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by **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, penalties, or bonds 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 escrow with Santa Cruz Title Company, located at 4340 Suite A, Scotts Valley Drive, Scotts Valley, 95066 (831 438-4200).

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 understood and agreed that the COUNTY shall have the right to enter on the SELLERS land, within the temporary construction easement area described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area premises will be left in a clean and orderly condition, and that any existing improvements located within this temporary easement area (exclusive of other acquisition areas required for the project) that may have been disturbed or removed during the course of the project will be restored or replaced in kind. The temporary construction easement shall expire no later than December 31, 2002.

6. 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.

7. 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 31, 2000.

8. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

9. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies

that may now be on deposit in such action.

10. 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.

11. 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 _____, 2001; and SELLERS have executed this agreement as of the 27th day of MARCH, 2001.

RECOMMENDED FOR APPROVAL

3y: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Jack W. Cross
JACK W. CROSS
Arline M. Cross
ARLINE M. CROSS

4APPROVED AS TO FORM:

By: Dana McRae 4.3.01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

CROSS**EXHIBIT "A"****APN 26-151-43**

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

Being a portion of the land conveyed to Jack W. and Arline M. Cross by that deed recorded August 14, 1973 in Volume 2338 of Official Records of Santa Cruz County at Page 137, and more particularly described as follows:

Parcel A

Beginning at the northeasterly corner of Capitola Road and Sixteenth Avenue as shown on the Record of Survey Map filed April 26, 1961 in Volume 32 of Maps at Page 102, Santa Cruz County Records; thence from said point of beginning along the northerly line of Capitola Road South 69° 41' East 49.87 feet to the southeasterly corner of said land of Cross; thence leaving said northerly line along the easterly boundary of said land North 17° 03' East 2.57 feet; thence leaving said easterly boundary North 68° 43' 07" West 34.82 feet; thence along a tangent curve to the right with a radius of 18.68 feet through a central angle of 62° 42' 28" an arc distance of 20.45 feet to a point on the easterly line of Sixteenth Avenue; thence along said easterly line South 13° 55' West 13.63 feet to the point of beginning.

Containing 191 square feet, more or less.

Parcel B

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

Beginning at the northeasterly corner of the above described Parcel A' on the easterly boundary of said land of Cross; thence North 68° 43' 07" West 34.82 feet; thence along a tangent curve to the right with a radius of 18.68 feet through a central angle of 62° 42' 28" an arc distance of 20.45 feet to a point on the easterly line of Sixteenth Avenue; thence along said easterly line North 13° 55' East 15.44 feet; thence leaving said easterly line South 76° 26' 52" East 3.44 feet; thence South 13° 33' 08" West 8.91 feet; thence along a tangent curve to the left with a radius of 12.06 feet through a central angle of 82° 16' 15" an arc distance of 17.32 feet; thence South 68° 43' 07" East 36.35 feet to a point on the easterly boundary of said land of Cross; thence along said easterly boundary South 17° 03' West 6.64 feet to the point of beginning.

Containing 381 square feet, more or less,

RHN:bbs

CROSB

CROSS**APN 26-151-43**

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 Jack W. and Arline M. Cross by that deed recorded August 14, 1973 in Volume 233 8 of Official Records of Santa Cruz County at Page 137, and more particularly described as follows:

Being a strip of land 15 feet wide, the southerly boundary of which is the southerly boundary of said land of Cross.

Containing 754 square feet, more or less,

RHN:bbs

Property No.: 50

0471

APN: 026-451-29

Jack W. Cross
Arline M. Cross
(Sellers)

Project: Capitola Road
Improvement Project

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Jack W. Cross, and Arline M. Cross as Joint Tenants 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 820 Capitola Road in the County of Santa Cruz, more particularly described in Exhibit "A", attached hereto and made a part hereof. Said documents shall be delivered to SCOTT LOICHTINGER, Chief Agent, Real Property Division of the COUNTY, State of California.

3. The COUNTY shall:

(A) Pay the undersigned grantor(s) the sum of \$3' 575.00 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, penalties, or bonds 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 escrow with Santa Cruz Title Company, located at 4340 Suite A, Scotts Valley Drive, Scotts Valley, 95066 (831 438-4200).

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 understood and agreed that the COUNTY shall have the right to enter on the SELLERS land, within the temporary construction easement area described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary easement area premises will be left in a clean and orderly condition, and that any existing improvements located within this temporary easement area (exclusive of other acquisition areas required for the project) that may have been disturbed or removed during the course of the project will be restored or replaced in kind, including, but not limited to any damages or liabilities to, or caused by, the large date palm (*Phoenix canariensis*) located behind the proposed sidewalk specifically resulting from the project. The temporary construction easement shall expire no later than December 31, 2002.

6. 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.

7. 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 31, 2000.

8. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

9. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all claimes to any monies that may now be on deposit in such action.

10. 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.

11. 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 _____, 2001; and SELLERS have executed this agreement as of the 27th day of MARCH, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Jack W. Cross
JACK W. CROSS
Arline M. Cross
ARLINE M. CROSS

APPROVED AS TO FORM:

By: D. McRae 4-3-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**CROSS**

APN ~~26-631-14~~
26-451-29

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

Being a portion of the land conveyed to Jack W. Cross and Arline M. Cross by that deed recorded August 14, 1969 in Volume 1969 of Official Records of Santa Cruz County at Page 422, and more particularly described as follows:

Parcel A

Being a strip of land 3.87 feet wide, the northeasterly boundary of which is the northeasterly boundary of said land of Cross.

Containing 356 square feet, more or less.

Parcel B

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

Being a strip of land 7.00 feet wide, the northeasterly boundary of which is the southwesterly boundary of the above described Parcel A.

Containing 644 square feet, more or less.

RHN:bbs

CROSS**APN ~~26-631-14~~**
26-451-29

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 Jack W. Cross and Arline M. Cross by that deed recorded August 14, 1969 in Volume 1969 of Official Records of Santa Cruz County at Page 422, and more particularly described as follows:

Being a strip of land 22.00 feet wide, the northerly boundary of which is the northerly boundary of said land of Cross.

Containing 2,024 square feet, more or less.

RHN:bbs