



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) 4643331 FAX **(831)** 464-2386 TDD (831) 464-2123

SCOTT C. **LOICHINGER**
CHIEF REAL PROPERTY AGENT

AGENDA: APRIL 24, 2001
April 12, 2001

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

SUBJECT: **CAPITOLA ROAD IMPROVEMENT PROJECT**
PROPERTY ACQUISITION
COCHABAMBA CORPORATION, ETAL - APN 026-134-16

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 five 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 contract provides for the acquisition of the necessary temporary construction easement along the front of parcel 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, bike lanes and changes to the traffic flow on **Capitola** Road (see attached site map). The settlement amount for the property interests acquired are shown in the attached Resolution and are based on departmental appraisal. This amount is considered fair and reasonable for the real property interest being acquired and represents the fair market value for such property interest.

The **funding** for this acquisition 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 acquisition is 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 this acquisition.

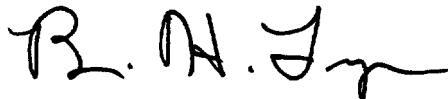
SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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

1. Make findings that the improvements are of benefit to the project area in which the acquisition is 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 contract and authorize the Director of Public Works to sign said document on behalf of the County;
3. Approve payment of claim for the contract.

Yours truly,

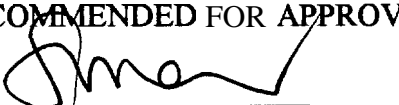


For THOMAS L. BOLICH
Director of Public Works

jsk

Attachments

RECOMMENDED FOR APPROVAL:



County **Administrative** Officer

Copy to: Public Works Department
Redevelopment Department

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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 document attached hereto and hereinafter referred to, and

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

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

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

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
026-134-16	Cochabamba Corporation	\$ 1,000.00
	Richard L. Feuttado, Trustee	
	Board of Trustees of the Leland Stanford Junior University	
	California Pacific Medical Center Foundaiton	

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

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this 0 day f , 2001, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

 4-10-01
Chief Assistant County Counsel

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

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Cochabamba Corp, et al
(SELLERS)

Property No.: 41
APN: 026-134-16
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

0345

**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 COCHABAMBA CORPORATION; and RICHARD L. FEURTADO TRUST, dated 9/18/1990; and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY; and CALIFORNIA PACIFIC MEDICAL CENTER FOUNDATION, hereinafter called **SELLERS**. The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.
2. SELLERS agree to execute and deliver a document in the form of an Easement Deed, attached hereto and made a part hereof, covering a portion of the property located at 1115 **Capitola** Road in the County of Santa **Cruz** (APN 026-134-16), 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 **\$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.
 - (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, and that the amount shown in Clause 3(A) herein includes, but is not limited to, MI payment for such possession and use and interest from said date.

5. 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.

6. 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.

EXHIBIT "A"

0348

COCHABAMBA CORPORATION

APN 26-134-16

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 conveyed to Cochabamba Corporation, et al by that deed recorded April 25, 1995 in Volume 5664 of Official Records of Santa Cruz County at Page 539, and more particularly described as follows:

All that land lying southerly of the below described line:

Beginning at the southwesterly corner of said land of Cochabamba Corporation, on the northerly line of Capitola Road; thence along the westerly boundary of said land North 32° 58' 20" East 18.71 feet; thence leaving said westerly boundary South 57° 01' 40" East 205.68 feet to a point on the northerly line of Capitola Road.

Containing 2,982 square feet, more or less.

RHN:bbs

