



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 660604070
(631) 464-2331 FAX (631) 4643366 TDD (631) 4643123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

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: SOQUEL DRIVE BRIDGE AT APTOS CREEK #36C-0075
SEISMIC RETROFIT PROJECT - APN 041-561-04

Members of the Board:


Included in the 2000/01 Public Works Budget are funds for acquisition of a temporary construction easement required for the seismic retrofit project for Soquel Drive Bridge at Aptos Creek.

The attached contract provides for the acquisition of the necessary temporary construction easement adjacent to the bridge to complete the bridge upgrades (see attached map). The settlement amount for the property interest being acquired is shown in the attached resolution and is based on a departmental appraisal. This amount is considered fair and reasonable for the real property interest being acquired and represents the fair market value for such property interest.

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

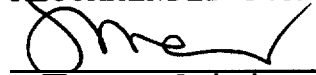
1. Adopt the attached resolution approving and accepting the terms and conditions of the contract and authorize the Director of Public Works to sign said document on behalf of the County;
2. Approve payment of claim.

Yours truly,


THOMAS L. BOLICH
Director of Public Works

scl
attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

CC: Public Works, Real Property, County Counsel, Auditor-Controller

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 FOR
SOQUEL DRIVE BRIDGE AT APTOS CREEK
SEISMIC RETROFIT 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 interest described in the Contract attached hereto and hereinafter referred to, and

WHEREAS, the owners of said real property interest have or will execute and deliver a Temporary Construction Easement conveying said real property interest to County, upon condition that the 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 interest;

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

<u>A.P.N.</u>	<u>NAME</u>	<u>PAYMENT</u>
041-561-04	Britannia Arms LLC	\$2,000.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of claim for the above listed Contract payable to the above listed Grantors in the amount indicated above, out of Public Works Internal Service Fund, Subobject 3415, charged against CAMS, Index No. 40205 for the purchase of said property interest and to deliver the same to the Chief, Real Property Division of the County of Santa Cruz, and

BE IT FURTHER ORDERED that said Chief, Real Property Division, deliver said warrants to the above listed Grantors.

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

AYES: SUPERVISORS


NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

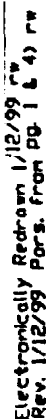
 4-12-01

Chief Assistant County Counsel

Distribution: County Counsel
Auditor-Controller
Public Works

THE ASSESSOR MAKES NO GUARANTEE AS TO NAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. AU RIGHTS RESERVED.

N. 1/2 SEC. 18, T.11S.,



Britannia Arms LLC
(SELLERS)

Property No.: 1
APN: 041-561-04
Project: SOQUEL DRIVE BRIDGE @
APTOS CREEK #3 6C-0075
SEISMIC RETROFIT 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 BRITANNIA ARMS LLC, 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 **80 17 Soquel Drive, Aptos (APN 04 1-56 1-04)**, 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 **\$2,000.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said 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. 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**.
5. COUNTY hereby agrees that the right to use the property described in **EXHIBIT** "A", only for the purpose of ingress and egress of men, vehicles, materials and equipment between the hours of 7 a.m. and 5:30 p.m.. The COUNTY agrees not to block the ingress and egress of garbage and

delivery vehicles that service SELLERS establishment over this area. The right of ingress and egress shall terminate December 31, 2001, or the completion of construction of the **seismic** retrofit project, whichever occurs first. The COUNTY **further** agrees to replace any improvement disturbed or damaged, that are a result of the rights herein granted, in a condition equal to or better than the before condition.

6. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

t/s/s/ [Signature] The county shall be liable for any damage to the business should they not be off the property by 5:30. pm

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 April, 2001.

Britannia Arm, LLC, a California
Limited Liability Company

RECOMMENDED FOR APPROVAL

By: [Signature]
SCOTT LOICHTINGER
Chief, Real Property Division

By: [Signature]

By: C.E.G. BRITANNIA ARM LLC

APPROVED AS TO FORM:

By: [Signature] 4-12-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**LEGAL DESCRIPTION FOR A TEMPORARY CONSTRUCTION EASEMENT AT SOQUEL DRIVE BRIDGE, #36C-0075, AT APTOS CREEK FOR THE PURPOSES OF CONSTRUCTION OF THE SEISMIC RETROFIT PROJECT.**

Being a portion of Section 18, Township 11 south, Range 1 east, MDB&M, in the County of Santa Cruz, State of California; and being also part of the lands conveyed by deed to Britannia Arms, LLC, filed for record on Nov. 16, 1999, in document # 1999-0073029 of the Official Records of Santa Cruz County, State of California; and more particularly described as follows:

PARCEL 1

Beginning at a point located at the southerly boundary of said lands of Britannia Arms LLC, also being identified by point # 76, marked by a 1/2" I.P. tagged LS 2362, as shown on that record of survey map filed October 5, 1992 by Larry Palm at Vol 86, page 14 of Official County records, and which said point also bears N31°48'07"E, 128.26 ft. more or less from Pt #1, marked by a brass cap monument stamped LS 4234, as shown on above said record map filed by Palm; and said point of beginning also being identified by a "pipe" on that unrecorded map filed in the official records of Santa Cruz County under E 200 - 4.3; thence from said point of beginning proceeding west along the southerly boundary of said lands of Britannia Arms, through a curve; R = 369.71 ft., delta = 8°48'19", L = 56.82 ft. to the True Point of Beginning at the southeasterly corner of the westerly paved parking area of Britannia Arms;

Thence from said True Point of Beginning continuing west along the southerly boundary of the lands of Britannia Arms along a curve; R = 369.71 ft., delta = 12°15'02", L = 79.04 ft.; thence leaving the southerly boundary of the lands of Britannia Arms and continuing along the boundary of the westerly paved parking area of Britannia Arms the following courses; N72°58'40"W, 52.66 ft.; thence N58°18'28", 30.96 ft.; thence N14°58'30"E, 11.41 ft.; thence S78°11'41"W, 20.54 ft.; thence N55°26'07"E, 38.45 ft.; thence S72°13'38"E, 51.00 ft.; thence N86°12'02"E, 35.65 ft.; thence S36°22'07"W, 7.67 ft. to the True Point of Beginning.

Containing an area of 4626 sqft. more or less.

APN 041-561-04

civ