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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) 464-2386 TDD (831) 464-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHTINGER
CHIEF REAL PROPERTY AGENT

AGENDA: JUNE 26, 2001

June 14, 2001

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

SUBJECT: SEASCAPE BOULEVARD ROAD IMPROVEMENT PROJECT
BRITTON - APN: 054-59 1-21

Members of the Board:

Included in the 2000/01 Public Works budget are funds for the construction of roadside improvements on Seascape Boulevard between San **Andreas** Road and Via **Pacifica** in the Seascape area and for the acquisition of the required right-of-way.

The attached contract provides for the acquisition of the necessary right-of-way on the subject parcel required for the completion of the above mentioned road project. The required property is located at the corner of Seascape Boulevard and Via **Pacifica** (see attached map) and will allow for the installation of a new bus stop shelter and to perform other roadside improvements. The settlement amount for the property interests acquired is shown in the attached Resolution and is based on a departmental appraisal and negotiated settlement. This amount is considered fair and reasonable for the real property interests being acquired and represent the fair market value for such property interests.

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

1. Adopt Resolution approving and accepting the terms and conditions of the contract and authorize the Director of Public Works to sign said document on behalf of the County;

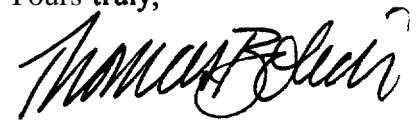
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SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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- 2. Approve payment of claim for the contract.

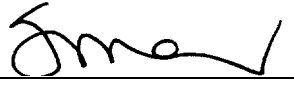
Yours truly,



Thomas L. Bolich
Director of Public Works

pap
Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer
Copy to: Public Works Department

Gary C. Britton
(SELLERS)

APN: 054-591-21
Project: SEASCAPE BOULEVARD
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 GARY C. BRITTON, 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 the property located on Seascape Boulevard in the County of Santa Cruz (APN 054-591-21), 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 **\$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 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.

4. SELLERS represents and promises COUNTY that he has not placed nor caused to be placed on the subject property and also that he has no knowledge that anyone else has placed or caused to be placed on the property during the period of his ownership of the property any hazardous materials as subsequently defined in this paragraph. In the event it is determined by a court of a competent jurisdiction that the above defined representation and promise is untrue, then is that event, and only in that event, SELLERS shall 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 SELLERS' responsibility as defined in the first sentence of this clause four and/or the COUNTY'S rights concerning hazardous materials discovered before or after purchase of said 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 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 March 29, 2001.

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. 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 January of _____, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Gary C. Britton
Gary C. Britton

APPROVED AS TO FORM:

By: Dana McRae 6-12-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

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EXHIBIT "A"

The land referred to herein is described as follows:

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

BEING A PART OF LANDS CONVEYED TO GLADYS J. HOLMAN BY DEED RECORDED IN VOLUME 1400 OF OFFICIAL RECORDS AT PAGE 454, SANTA CRUZ COUNTY RECORDS AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE MOST WESTERN CORNER OF SAID LANDS CONVEYED TO HOLMAN; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHWESTERN BOUNDARY OF SAID LANDS CONVEYED TO HOLMAN SOUTH 37° 58' 25" EAST 61.04 FEET TO THE NORTHERN BOUNDARY OF LAND CONVEYED TO P. STEELE LABAGH AND MARY HENRIETTA LABAGH, HIS WIFE, BY DEED DATED APRIL 29, 1949 AND RECORDED JUNE 23, 1949 IN VOLUME 726 OF OFFICIAL RECORDS AT PAGE 390, SANTA CRUZ COUNTY RECORDS; THENCE ALONG SAID LAST MENTIONED BOUNDARY NORTH 62° 35' 35" EAST 178.75 FEET TO AN ANGLE IN SAID BOUNDARY; THENCE SOUTH 82° 38' 35" WEST 153.91 FEET TO A POINT OF CURVATURE; THENCE WESTERLY CURVING TO THE RIGHT FROM A TANGENT BEARING SOUTH 82° 38' 35" WEST WITH A RADIUS OF 438.00 FEET THROUGH A CENTRAL ANGLE OF 2° 45' 55" A DISTANCE OF 21.14 FEET TO THE NORTHERN BOUNDARY OF SAID LANDS CONVEYED TO HOLMAN; THENCE ALONG SAID LAST MENTIONED BOUNDARY SOUTH 62° 35' 35" WEST 26.86 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION WHICH LIES WITHIN THE EXTERIOR BOUNDARIES OF PARCEL E AS SAID PARCEL IS SHOWN ON THE MAP OF TRACT NO. 1199 SEASCAPE HIGHLANDS WHICH WAS FILED FOR RECORD SEPTEMBER 18, 1987 IN MAP BOOK 77, PAGE 30 SANTA CRUZ COUNTY RECORDS.

APN: 054-591-21



FOR PURPOSES ONLY

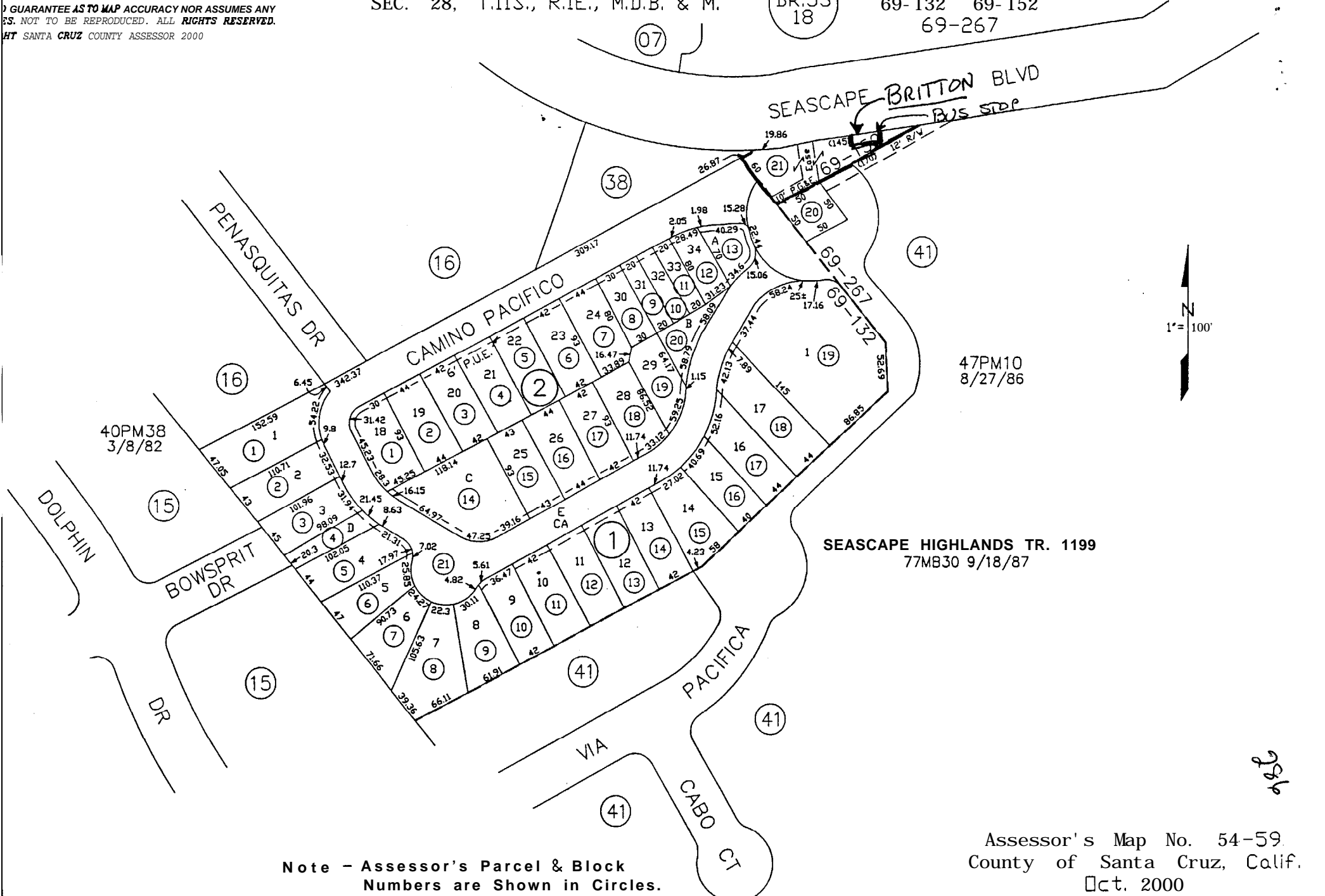
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SAN ANDREAS RANCHO
SEC. 28, T.11S., R.1E., M.D.B. & M.

Bk. 53
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Tax Area Code
69-132 69-152
69-267

54-59



40PM38
3/8/82

47PM10
8/27/86

SEASCOPE HIGHLANDS TR. 1199
77MB30 9/18/87

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

Assessor's Map No. 54-59
County of Santa Cruz, Calif.
Oct. 2000

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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
SEASCAPE BOULEVARD 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 attached hereto and hereinafter referred to; and

WHEREAS, the owner of said real property interests has or will execute and deliver a Grant Deed conveying said real property interests to the 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>
054-591-Z 1	Gary C. Britton	\$5,000.00

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 Santa Cruz Title Company, as escrow agent for this transaction, in the amount indicated above, out of Public Works Road Fund, Sub-object 3590, charged against CAMS Index No. 40202, and to deliver the same to the Chief, Real Property Division of the County of Santa Cruz; and

BE IT FURTHER ORDERED that said Chief, Real Property Division, deliver said warrant to Santa Cruz Title Company for disbursement to the grantor.

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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:

DMRae 6-12-01
Assistant **County** Counsel

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