



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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHINGER
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: CAPITOLA ROAD IMPROVEMENT PROJECT
PROPERTY ACQUISITIONS
APN 026-491-10
APN 031-071-53

Members of the Board:

Included in the 2000/2001 Public Works and Redevelopment Agency Budgets are funds for the construction of road improvements on Capitola Road and for the acquisition of the required property rights. The attached contracts provide for the acquisition of the necessary temporary construction easements along the front of both parcels required for the completion of the above mentioned road project. The required property areas are 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 amounts for the property interests acquired are shown in the attached Resolution and are based on a departmental appraisal. These amounts are considered fair and reasonable for the real property interests being acquired and represent the fair market value for such property interests.

The funding for these acquisitions is being provided by the County's Redevelopment Agency. Redevelopment funds are being used because it has been determined that the improvements are of benefit to the project area in which the 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.

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SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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

1. Make findings that the improvements are of benefit to the project area in which the acquisitions are located, that no other reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's five year implementation plan.
2. Adopt Resolution approving and accepting the terms and conditions of the contracts and authorize the Director of Public Works to sign said documents on behalf of the County;
3. Approve payment of claims for the contracts.


Yours truly,


THOMAS L. BOLICH
Director of Public Works

jsk

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works Department
Redevelopment Department

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APN 031-071-53
SANBORN

STA 27+78.574 PCC
5.701m LT
STA 27+80.539 PCC
5.630m LT

27" CYPRESS

PCC

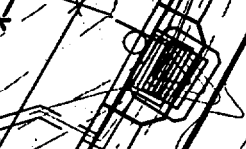
STA 27+93.8
5.661m LT

STA 28+00.8
E 7.3m AC D/W
AC LOT

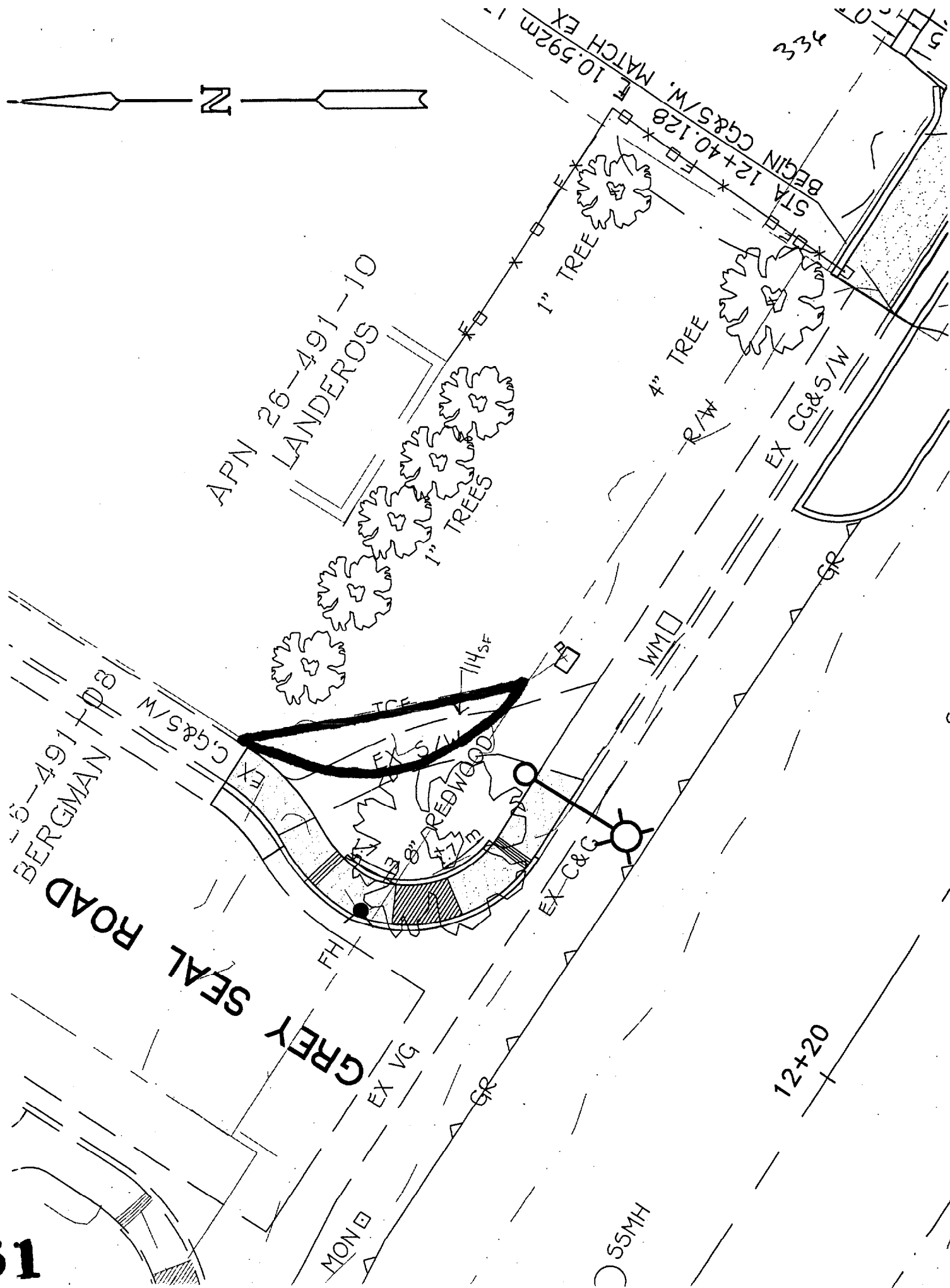
16'4" SF

ICE

EX 18" 50



EX 18" 50



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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 documents 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 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>
026-491-10	Mario Landeros Rosario Lincona	\$ 250.00
031-071-53	Russel A. Sanborn	\$ 750.00

BE IT FURTHER ORDERED that the Auditor-Controller of the County of Santa Cruz is hereby authorized to approve payment of claims for the above listed contracts 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.

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 _____, 2001, 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

D:\WPWARESOLUTION\NRSLUTN74.RDA

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Property No.: X

APN: 026-491-10

MARIO LANDEROS
ROSARIO LINCONA
(Sellers)

Project: CAPITOJA 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 MARIO LANDEROS & ROSARIO LINCONA husband and 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 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 1730 Grev Seal Road 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 \$250.00 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 internal escrow by the COUNTY, 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 COUNTY, its

contractors and/or authorized agents have the right to enter upon the SELLERS property, where necessary, to construct the improvements for which the purpose of the deed is being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

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, 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 May 73, 2001.

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

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Mario Landeros
MARIO LANDEROS
Rosario Lincon
ROSARIO LINCONA

APPROVED AS TO FORM:

By: Dana McRae
DANA MCRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

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LANDEROS

EXHIBIT "A"

APN 26-491-10

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 October 15, 1990 in Volume 51 of Parcel Maps at Page 32, Santa Cruz County Records, and more particularly described as follows:

Being all that land which lies westerly of the below described line:

Beginning at a point on the southwesterly boundary of said Lot A, on the northeasterly line of Capitola Road, from which point the southerly corner of said Lot A bears South 57° 01' 40" East 49.16 feet; thence North 12° 01' 40" West 28.28 feet to a point on the northwesterly boundary of said Lot A.

Containing 114 square feet, more or less.

RHN:abc
LANDA.WPD

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Property No.: Z

APN: 031-071-53

RUSSEL A. SANBORN

(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 RUSSEL A. SANBORN 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 7865 Capitola Road 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 \$750.00 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 internal escrow by the COUNTY, Department of Public Works, Real Property Division, 701 Ocean Street, Rm 410, 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 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 COUNTY, its contractors and/or authorized agents have the right to enter upon the SELLERS property, where necessary, to construct the improvements for which the purpose of the deed is being granted. 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 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, 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 of March 8, 2001.

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

RECOMMENDED FOR APPROVAL

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

Russel A. San-Born
RUSSEL A. SAN-BORN

APPROVED AS TO FORM:

By: D. McRae 6-17-01
DANA McRAE
Chief Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

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SAN-BORN

EXHIBIT 'A'

APN 3 1-071-53

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 Russell A. Sanborn by that deed recorded January 21, 1993, in Volume 5 190 of Official Records of Santa Cruz County at Page 926, and more particularly described as follows:

Being all that land South and West of the below described line:

Beginning at the southeasterly corner of said land of Sanborn, on the northerly line of Capitola Road; thence leaving said northerly line along the easterly boundary of said land North 9" 45' East 38.61 feet; thence leaving said easterly boundary North 80" 15' West 76.38 feet to a point on the northerly line of Capitola Road.

Containing 1624 square feet, more or less.

RHN:mg

SMM