



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS - REAL PROPERTY DIVISION

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
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THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

SCOTT C. LOICHTINGER
 CHIEF REAL PROPERTY AGENT

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

SUBJECT: GROSS ROAD IMPROVEMENT PROJECT - APN 031-053-01

Members of the Board:

Included in the 2001/02 Public Works Budget are funds for the construction of road improvements on Gross Road and for the acquisition of the required right-of-way.

The attached contract provides for the acquisition of the necessary right-of-way and easements along the front of the subject parcel required for the completion of the above mentioned road project. All of the required right-of-way is located on Gross Road and will allow for the widening of Gross Road, the installation of new sidewalks and relocation of utility lines (see attached map). The settlement amount for the property interests 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 interests 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

FOR TAX PURPOSES ONLY
 THE ASSessor HAS SUGGESTED AS TO MAP ACCURACY FOR ASSURANCE AND LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
 © COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1998

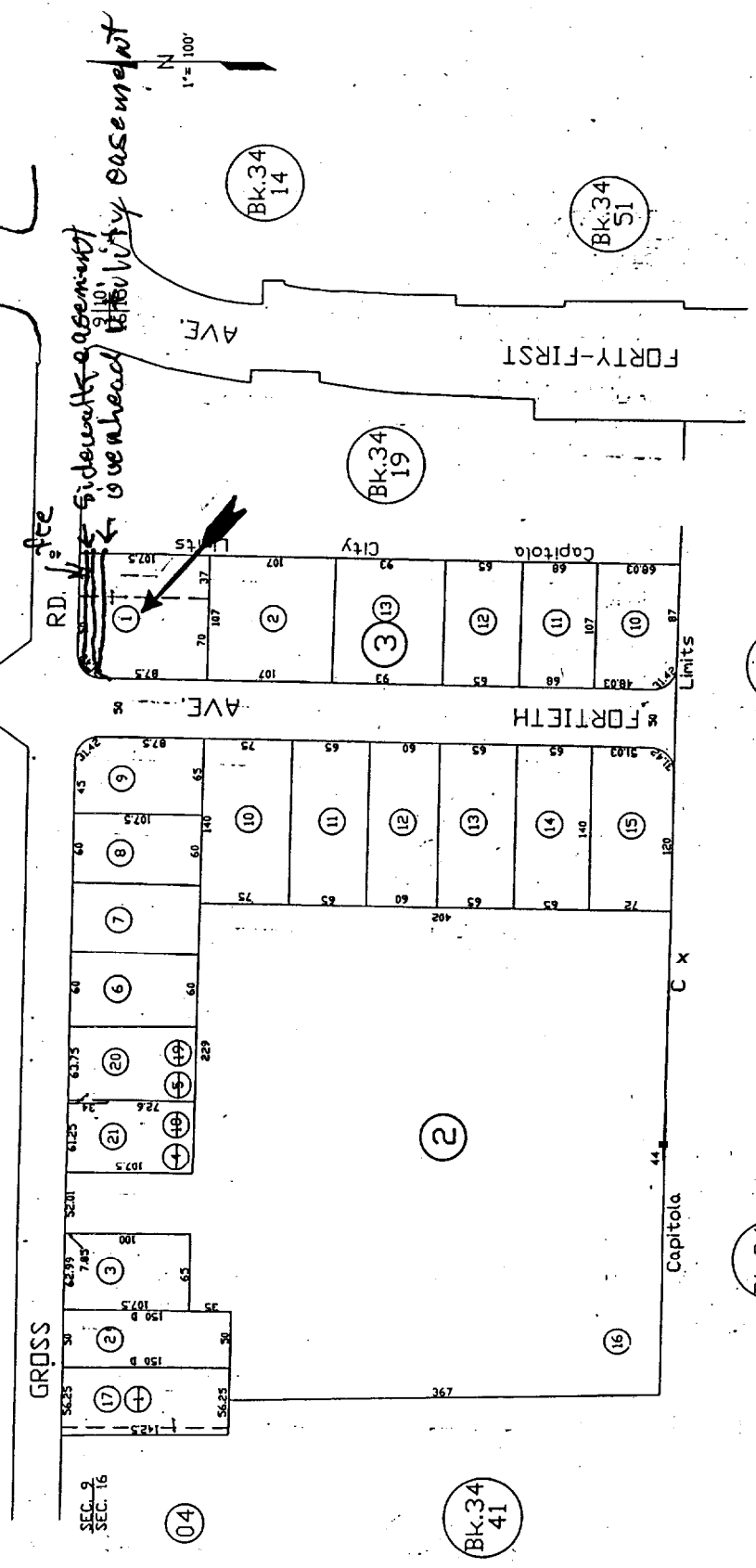
POR. RANCHO ARROYO DEL RODEO
 SEC. 9 & 16, T.11S., R.1W., M.D.B. & M.

31-05

Tax Area Code
 96-103

62

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



Assessor's Map No. 31-05
 County of Santa Cruz, Calif.
 Oct. 1998

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

0514

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
GROSS 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 owners of said real property interest have or will execute and deliver a Grant Deed 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>
031-053-01	Greg W. Heath Laurie L. Heath Robert B. Stuart	\$ 19,400.00

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, Escrow No. 09468242 in the amount indicated above, out of Public Works Internal Service Fund, Subobject 3415, charged against CAMS, Index No. 40194 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 warrant into escrow.

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: County Counsel
Auditor-Controller
Public Works

Greg W. Heath, Laurie L. Heath
and Robert B. Stuart, Trustee

Property No.: N/A
APN: 031-053-01
Project: GROSS ROAD
IMPROVEMENT PROJECT

(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 GREG W. HEATH **AND LAURIE L. HEATH, HUSBAND AND WIFE, AS TO AN UNDIVIDED 50% INTEREST; AND ROBERT B. STUART, TRUSTEE OF THE STUART FAMILY TRUST DATED MAY 7, 1998, AS TO AN UNDIVIDED 50% INTEREST**, 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 Grant Deed covering a portion of the property located at 3910 Gross Road in the County of Santa Cruz (APN 031-053-01), 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 **\$19,400.00** 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, 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 June 13, 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 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 13th day of June, 2001.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Greg W. Heath
Greg W. Heath

Laurie L. Heath
Laurie L. Heath

APPROVED AS TO FORM:

By: Dana McRae 7-27-01
DANA McRAE
Chief Assistant County Counsel

Robert B. Stuart
Robert B. Stuart, Trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

HEATH

0520

APN 31-053-01

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

Being a portion of the land conveyed to Greg W. Heath and Laurie L. Heath by that deed recorded April 14, 1999, as Document Number 1999-0026991, Official Records of Santa Cruz County, and more particularly described as follows:

PARCEL A

Beginning at the northeasterly corner of said land of Heath; thence from said point of beginning along the northerly boundary of said land South 89° 52' 50" West 87.00 feet; thence continuing along said boundary along a tangent curve to the left with a radius of 20.00 feet through a central angle of 18° 40' 14" an arc distance of 6.52 feet; thence leaving said boundary North 82° 52' 50" East 40.52 feet; thence South 86° 38' 17" East 52.98 feet to a point on the easterly boundary of said land of Heath; thence along said easterly boundary North 00° 07' 00" West 4.27 feet to the point of beginning.

Containing 181 square feet, more or less.

PARCEL B

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

Beginning at the southeasterly corner of the above described Parcel "A"; thence from said point of beginning along the southerly boundary of said Parcel "A" North 86° 38' 17" West 52.98 feet; thence continuing along said southerly boundary South 89° 52' 50" West 40.52 feet to a point on the northwesterly boundary of said land of Heath; thence leaving said southerly boundary along said northwesterly boundary along a curve to the left from a beginning tangent bearing of South 71° 12' 36" West with a radius of 20.00 feet through a central angle of 71° 19' 56" an arc distance of 24.90 feet; thence leaving said northwesterly boundary North 89° 53' 00" East 0.49 feet; thence along a curve to the right from a beginning tangent bearing of North 00° 04' 23" West with a radius of 14.96 feet through a central angle of 89° 57' 13" an arc distance of 23.49 feet; thence North 89° 52' 50" East 38.55 feet; thence South 86° 38' 17" East 53.10 feet to a point on the easterly boundary of said land of Heath; thence along said easterly boundary North 00° 07' 00" West 4.01 feet to the point of beginning.

Containing 414 square feet, more or less.

EXHIBIT "A"

0521

PARCEL C

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

Beginning at the southeasterly corner of the above described Parcel "B"; thence from said point of beginning along the southerly boundary of said Parcel "B" North 86° 38' 17" West 53.10 feet; thence continuing along said southerly boundary South 89° 52' 50" West 38.55 feet; thence continuing along said southerly boundary along a tangent curve to the left with a radius of 14.96 feet through a central angle of 36° 55' 12" an arc distance of 9.64 feet; thence leaving said southerly boundary North 89° 52' 50" East 47.44 feet; thence South 86° 38' 17" East 53.19 feet to a point on the easterly boundary of said land of Heath; thence along said easterly boundary North 00° 07' 00" West 3.01 feet to the point of beginning.

Containing 293 square feet, more or less.

CDR:mg

HEATHM