



County of Santa Cruz

DEPARTMENT OF PUBLICWORKS - 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 PUBLICWORKS

SCOTT C. LOICHTINGER
 CHIEF REAL PROPERTY AGENT

AGENDA: AUGUST 21, 2001

August 9, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
 Santa Cruz, California 95060

SUBJECT: CAPITOLA ROAD IMPROVEMENT PROJECT
 PROPERTY ACQUISITION
 APN 029-111-52

Members of the Board:

Included in the 2001/2002 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 contract provides for the acquisition of the necessary permanent easement and temporary construction easement along the front of the 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 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 interests. This is one of the five parcels against which the County filed an eminent domain action.

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

Page -2-

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 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,

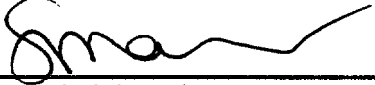


THOMAS L. BOLICH
Director of Public Works

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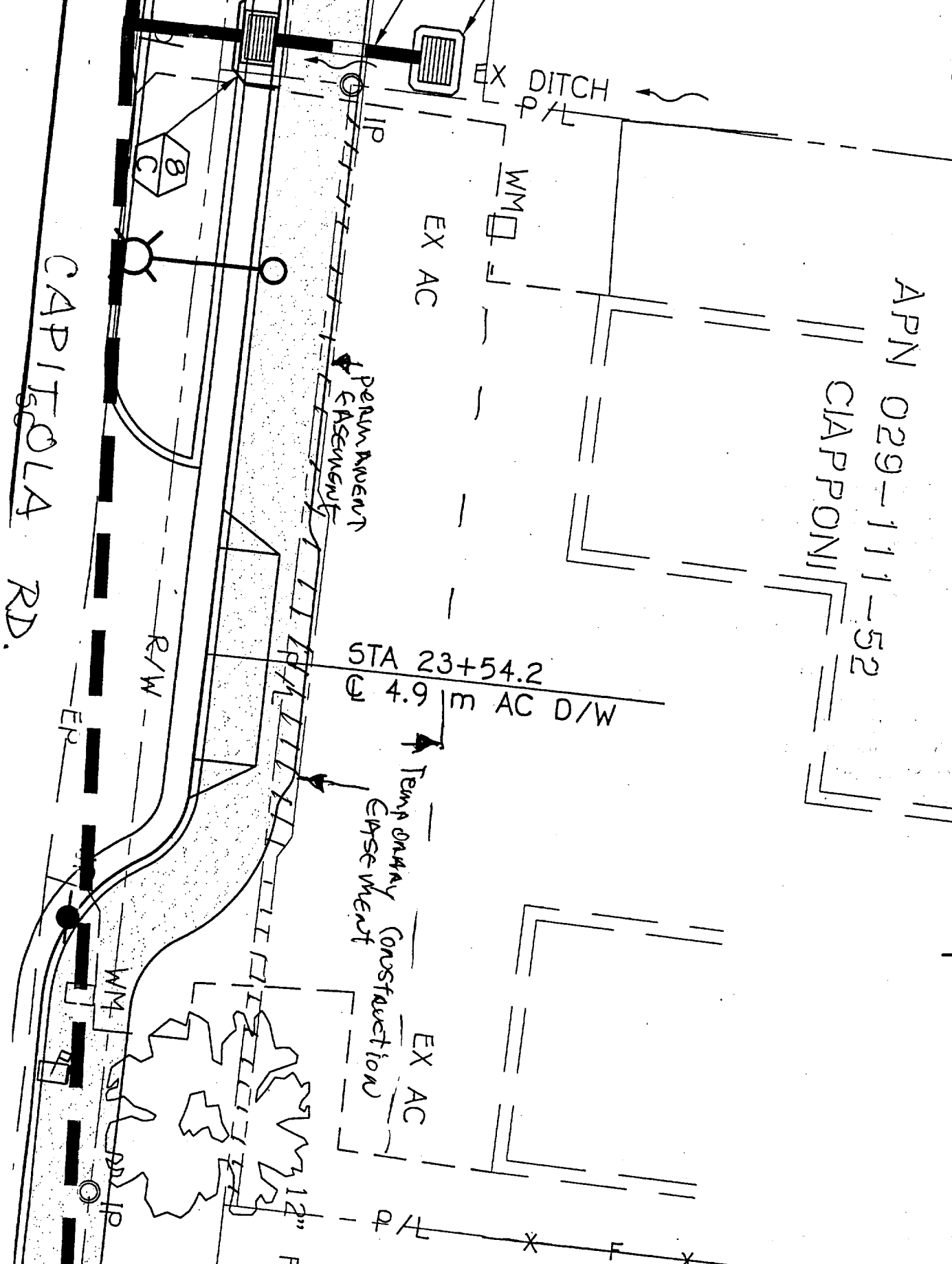
Attachments

RECOMMENDED FOR APPROVAL,:



County Administrative Officer

Copy to: Public Works Department
Redevelopment Department



BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA
RESOLUTION NO. _____

0188

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>
029-111-52	Robert E. Ciapponi Philip W. Ciapponi Melania Ann Ciapponi Rianda E. McClure Cecilia A. Godfrey	\$3,550.00

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 the Public Works Internal Service Fund, Sub-object 3451, charged against CAMS Index No. 66006, for the purchase of said property interests and 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 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

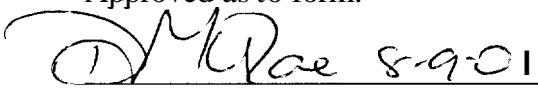
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:


Chief Assistant County Counsel

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

Robert **E.** Ciappone, Philip **W.** Ciapponi,
Melania **Ann** Ciapponi, Cecilia A. Godfrey
Rianda E. Mc Clure
(SELLERS)

Property No.: 13
APN: 029-111-52
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 5 day of May, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY, and ROBERT E. CIAPPONE, PHILIP W. CIAPPONI, MELANIA ANN CIAPPONI, CECILIA A. GODFREY, AND RIANDA E. MC CLURE**, 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 Easement Deeds covering a portion of the property located at **23 19** Capitola Road in the County of Santa Cruz (APN **029-111-52**), 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 \$3,550.00 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:

0191

(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 October 1, 2000.

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. 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. Any existing improvements located within this temporary easement area, exclusive of any fee or permanent easement areas and not including those improvements already compensated for as specified in the appraisal, 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 December 31, 2002, whichever occurs first.

9. SELLERS consent to the dismissal of any eminent domain action involving the property and waives any and all claims to any monies that may now be on deposit in such action.

10. 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 20 day of April, 2001.

RECOMMENDED FOR APPROVAL

By: _____
SCOTT LOICHINGER
Chief, Real Property Division

Robert E. Ciapponi
Robert E. Ciapponi

APPROVED AS TO FORM:

By: DANAMcRAE
DANAMcRAE
Chief Assistant County Counsel

Philip W. Ciapponi, Trustee

Melania Ann Ciapponi

COUNTY

Cecilla A. Godfrey

By: _____
THOMAS L. BOLICH
Director of Public Works

Rianda E. Mc Clure
(SELLERS)

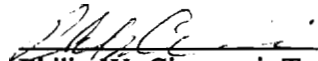
IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 2001; and the SELLERS have executed this agreement as of the 13 day of April, 2001.

RECOMMENDED FOR APPROVAL

By: _____
SCOTT LOICHINGER
Chief, Real Property Division

Robert E. Ciapponi

APPROVED AS TO FORM:



Philip W. Ciapponi, Trustee

By: 
DANAMcRAE
Chief Assistant County Counsel

Melania Ann Ciapponi

COUNTY

Cecilla A. Godfrey

By: _____
THOMAS L. BOLICH
Director of Public Works

Rianda E. Mc Clure
(SELLERS)

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 16 day of April, 2001.

RECOMMENDED FOR APPROVAL

By: _____
SCOTT LOICHTINGER
Chief, **Real** Property Division

Robert E. Ciapponi

APPROVED AS TO FORM:

By: *D McRae 8901*
DANAMcRAE
Chief Assistant County Counsel

Philip W. Ciapponi, Trustee

Melania Ann Ciapponi
Melania Ann Ciapponi

COUNTY

Cecilla A. Godfrey

By: _____
THOMAS L. BOLICH
Director of Public **Works**

Rianda E. Mc Clure
(SELLERS)

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 5 day of May, 2001.

RECOMMENDED FOR APPROVAL

By: _____
SCOTT LOICHINGER
Chief, Real Property Division

Robert E. Ciapponi

APPROVED AS TO FORM:

Philip W. Ciapponi, Trustee

By: *D. McRae* 8-9-01
DANA McRAE
Chief Assistant County Counsel

Melania Ann Ciapponi

COUNTY

Cecilia A. Godfrey
Cecilla A. Godfey

By: _____
THOMAS L. BOLICH
Director of Public Works

Rianda E. Mc Clure
(SELLERS)

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 26 day of April, 2001.


RECOMMENDED FOR APPROVAL

By: _____
SCOTT LOICHINGER
Chief, Real Property Division

Robert E. Ciapponi

APPROVED AS TO FORM:

Philip W. Ciapponi, Trustee

By: 
DANAMcRAE
Chief Assistant County Counsel

Melania Ann Ciapponi

COUNTY

Cecilla A. Godfrey

By: _____
THOMAS L. BOLICH
Director of Public Works



Rianda E. Mc Clure
(SELLERS)

EXHIBIT "A"

0197

CIAPPONI

APN 029-111-52

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

Being an easement for sidewalk, utility, and sign purposes over a portion of Parcel **A** as shown on the map filed May **25, 1976** in Volume **21** of Parcel Maps at Page **26**, Santa Cruz County Records, and more particularly described as follows:

Beginning at the southwesterly corner of Parcel **A** as shown on said map; thence along the southerly boundary of said Parcel **A** South **84° 29' 24"** East **84.63** feet to the southeasterly corner of said Parcel **A**; thence leaving said southerly boundary along the easterly boundary of said Parcel **A** North **5° 53' 50"** East **0.98** feet; thence leaving said easterly boundary North **84° 29' 24"** West **26.43** feet; thence North **53° 26' 46"** West **1.94** feet; thence North **84° 29' 24"** West **24.55** feet; thence South **65° 31' 12"** West **2.00** feet; thence North **84° 29' 24"** West **30.26** feet to a point on the westerly boundary of said Parcel **A**; thence along said westerly boundary South **5° 53' 50"** West **0.98** feet to the point of beginning.

Containing **109** square feet, more or less.

RHN:bbs

CIAPPB

EXHIBIT "A"

CIAPPONI

0198

APN 029-111-52

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

Being a temporary construction easement over a portion of Parcel **A** as shown on the map filed May 25, 1976 in Volume 21 of Parcel Maps at Page 26, Santa Cruz County Records, and more particularly described as follows:

A strip of land 10 feet wide, the southerly boundary of which is the southerly boundary of said Parcel **A**.

Containing 846 square feet, more or less.

RHN:bbs

CIAPB