

County of Santa Cruz

0403

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: JANUARY 15, 2002

January 3, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: CAPITOLA ROAD IMPROVEMENT PROJECT - PROPERTY ACQUISITION
APN 026-151-41 & 42

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 right-of-way, permanent easement and temporary construction easement along the front of the subject 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 owners 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

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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 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,

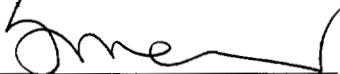


THOMAS L. BOLICH
Director of Public Works

scl

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. _____

0405

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>
029-151-41 & 42	Don H. Heichel	\$50,000.00

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 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 Grantor.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this ____ day of _____, 2002, 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:\WPW\CAPITOLA\boardres.wpd

FOR TAX PURPOSES ONLY
THE ASSessor MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1986

POR SECS 16 & 17,
T.11S., R.1W., M.D.B. & M.

Tax Area Code
82-002

26-15

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

R.S. MAP
M.B. 38-43
7-22-83

Bk.29
07

18-PM-12
3-14-75

R.S. MAP
M.B. 38-23
4-18-82

Bk.29
10

38-PM-59
6-11-81

POR. OF ANA RODRIGUEZ TRACT
M.B. 8-33
7-28 9-18-94
2-7-93
2-11-96

SEVENTEENTH

SIXTEENTH

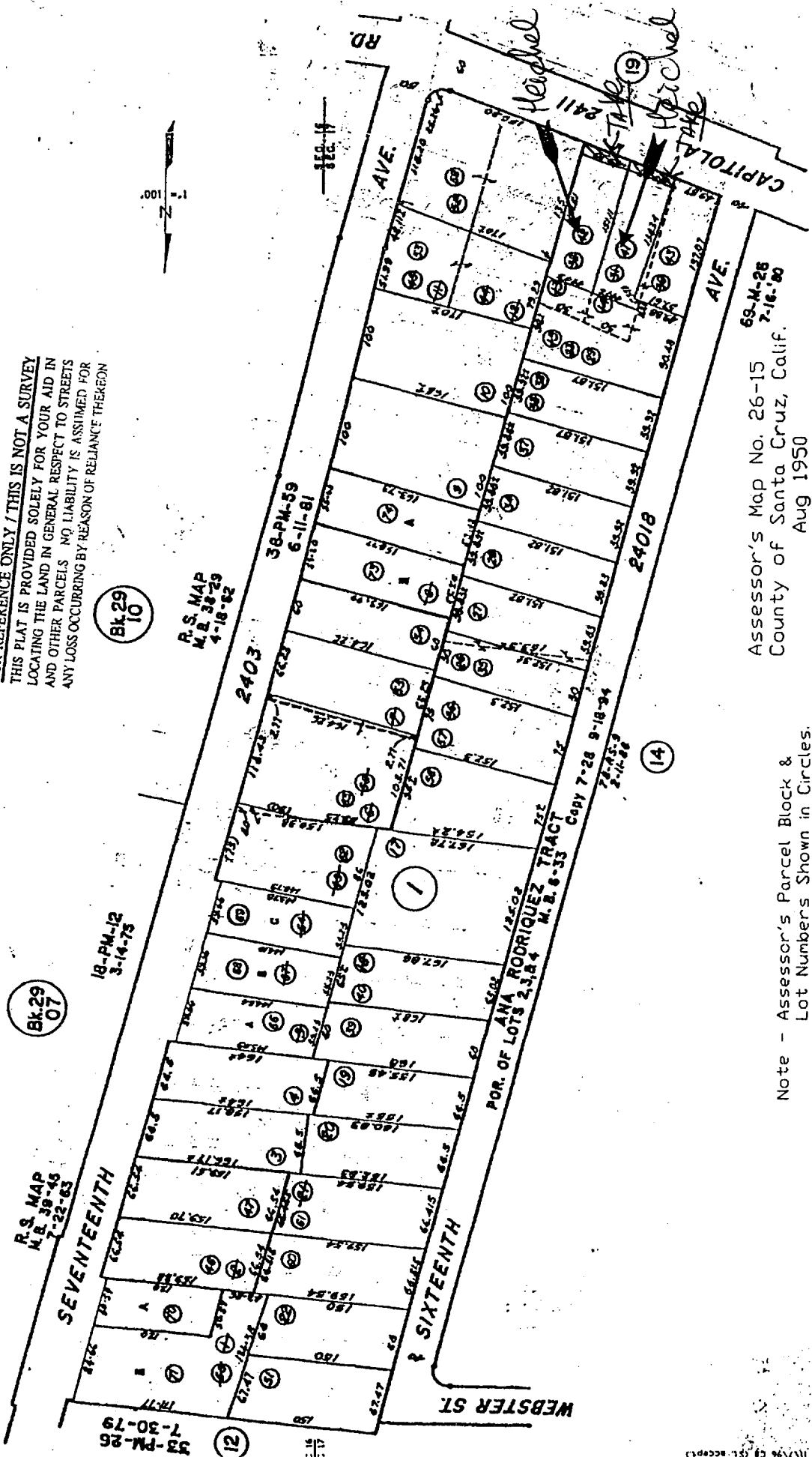
AVE.

AVE.

69-M-28
7-16-90

Assessor's Map No. 26-15
County of Santa Cruz, Calif.
Aug 1950

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



Don H. Heichel
(SELLERS)

Property No.: 02 & 03
APN: 026-151-41 & 42
Project: CAPITOLA ROAD
IMPROVEMENT PROJECT

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this 23rd day of Oct, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and DON H. HEICHEL, successor trustee of the Jerome L. Heichel and Loleta S. Heichel Trust dated Feb. 19, 1980, 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 Deed(s) covering a portion of the property located at 1621 Capitola Road in the County of Santa Cruz (APN 026-151-41 & 42), 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 **\$50,000.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed(s) 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 at 4340 Scotts Valley Drive, Scotts Valley, CA 95066 (831-438-4200).

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. 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.

6. 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, and SELLERS further agree 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.

7. 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 on December 31, 2002, whichever occurs first.

8. 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.

9. COUNTY shall be responsible for building a fence and planting landscaping on the SELLERS' property as shown on the plan in Exhibit "B", attached hereto and made a part hereof. The COUNTY shall maintain the landscaping that they plant on the SELLERS' property for a total of three years from the planting. SELLERS agree to grant the COUNTY a temporary easement to allow for such maintenance for three years.

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

802 IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed
 as of the *23rd* day of *Oct.*, 2001; and the SELLERS have executed this
 agreement as of the *23rd* day of *Oct.*, 2001.

RECOMMENDED FOR APPROVAL

By: *Scott Loichinger*
 SCOTT LOICHINGER
 Chief, Real Property Division

Don H. Heichel, Trustee
 Don H. Heichel, trustee

APPROVED AS TO FORM:

By: *Dana McRae*
~~DANA McRAE~~
 Chief Assistant County Counsel

COUNTY

By: _____
 THOMAS L. BOLICH
 Director of Public Works

 (SELLERS)

**HEICHEL****APN 26-151-41**

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

Being a portion of the land of Heichel as shown on the Record of Survey Map filed July 16, 1980 in Volume 69 of Maps at Page 26, Santa Cruz County Records, and more particularly described as follows:

Parcel A

Beginning at the southwesterly corner of said land of Heichel on the northerly line of Capitola Road; thence from said point of beginning along said northerly line South $69^{\circ} 35' 40''$ East 49.73 feet; thence leaving said northerly line North $13^{\circ} 42' 12''$ East 1.81 feet; thence along a curve to the right with a beginning tangent bearing of North $69^{\circ} 08' 32''$ West and a radius of 1639.42 feet through a central angle of $0^{\circ} 30' 45''$ an arc distance of 14.67 feet; thence North $68^{\circ} 37' 47''$ West 35.02 feet to a point on the westerly boundary of said land of Heichel; thence along said westerly boundary South $16^{\circ} 53' 16''$ West 2.57 feet to the point of beginning.

Containing 107 square feet, more or less.

Parcel B

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

A strip of land 6.62 feet in width, the southwesterly boundary of which is the northeasterly boundary of the above described Parcel A.

Containing 328 square feet, more or less.

RHN:bbs

HEICHB

EXHIBIT "A"

0412

HEICHEL

APN 26-151-42

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

Being a portion of the land of Heichel as shown on the Record of Survey Map filed July 16, 1980 in Volume 69 of Maps at Page 26, Santa Cruz County Records, and more particularly described as follows:

Parcel A

Beginning at the southeasterly corner of said land of Heichel on the northerly line of Capitola Road; thence from said point of beginning along said northerly line North 69° 35' 40" West 49.10 feet; thence leaving said northerly line North 13° 42' 12" East 1.81 feet; thence along a curve to the left with a beginning tangent bearing of South 69° 08' 32" East and a radius of 1639.42 feet through a central angle of 0° 27' 08" an arc distance of 12.94 feet; thence South 69° 35' 40" East 36.17 feet to a point on the easterly boundary of said land of Heichel; thence along said easterly boundary South 13° 57' 37" West 1.76 feet to the point of beginning.

Containing 86 square feet, more or less.

Parcel B

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

A strip of land 6.62 feet in width, the southwesterly boundary of which is the northeasterly boundary of the above described Parcel A.

Containing 325 square feet, more or less.

RHN:bbs

HEICB

EXHIBIT "A"

0413

HEICHEL

APN 26-151-41 AND 42

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

Being a temporary construction easement over a portion of the land of Heichel as shown on the Record of Survey Map filed July 16, 1980 in Volume 69 of Maps at Page 26, Santa **Cruz** County Records, and more particularly described as follows:

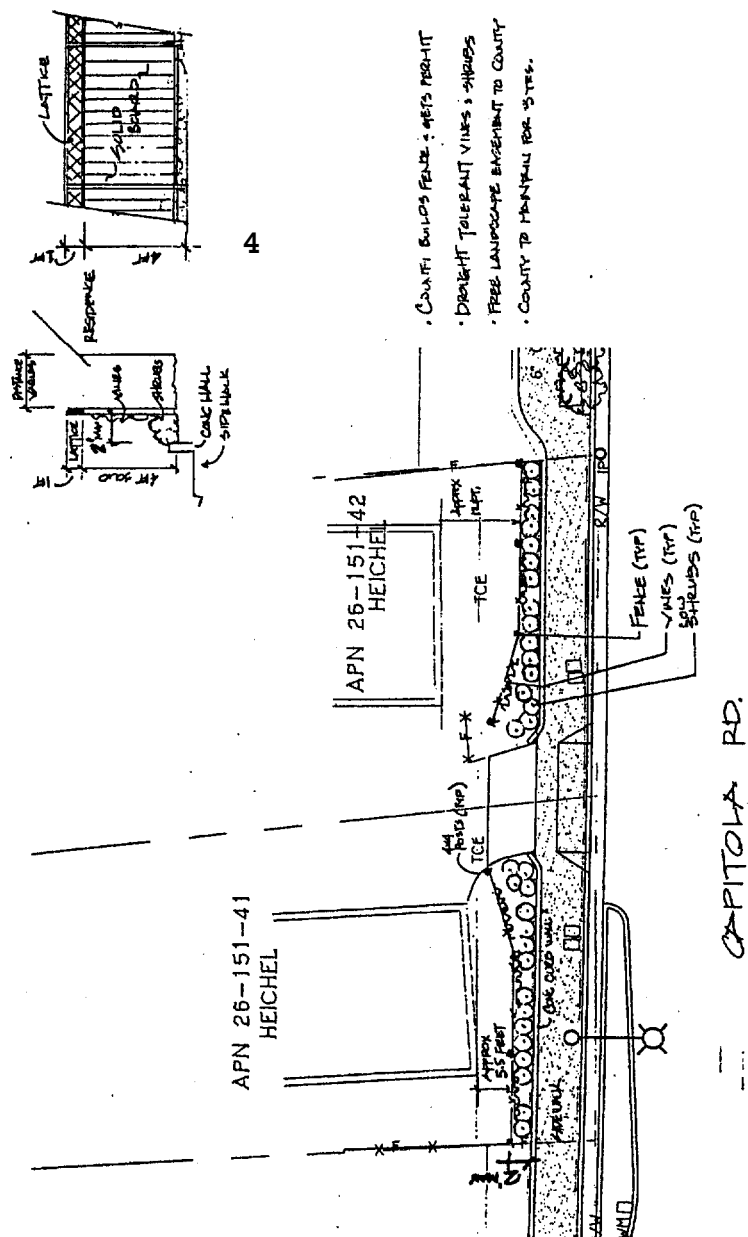
Being a strip of land 16.5 feet wide, the southerly boundary of which is the southerly boundary of said land of Heichel.

Containing 1,624 square feet, more or less.

RHN:bbs

HEICHEB

EXHIBIT "B"



- COUNTY BUILDS FENCE - GETS PRAISE IT
- DREAHT TOLERANT VINES - SHOWS
- FREE LANDSCAPE ENGINEER TO COUNTY
- COUNTY TO MAINTAIN FOR 35 YRS.

CAPITOLA 20.

FOR REDUCED PLANS OBTAIN SCALE IN MILLIMETERS	0	25	50	100
<div style="display: flex; justify-content: space-between;"> <div> <p>SHEET NAME:</p> </div> <div> <p>DRAWING NAME: CAPITOLA</p> </div> </div>				