



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

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

SCOTT C. LOICHINGER
CHIEF REAL PROPERTY AGENT

AGENDA: APRIL 23, 2002

April 17, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: BROMMER STREET IMPROVEMENTS, 7TH AVENUE TO 17TH AVENUE

Members of the Board:

Included in the 2001/2002 Public Works and Redevelopment Agency Budgets are funds for the construction of road improvements on Brommer Street between 7th and 17th Avenues and for the acquisition of the required property rights.

The attached nineteen contracts and eight right-of-entry agreements provide for the acquisition of the necessary rights-of-entry and permanent easements along the Brommer Street frontages for twenty-seven of the forty-three parcels required for the completion of the above mentioned road project (see attached maps). The required property will allow for the installation of new sidewalks, retaining walls, utility relocation, sewer and storm drainage improvements, and bus stop shelters. The settlement amounts for the property interests acquired are shown in the attached Resolution and are based on departmental appraisals. 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 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. 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 these acquisitions.

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 contracts and right-of-entry agreements and authorize the Director of Public Works to sign said documents on behalf of the County;
3. Approve payment of claims for the contracts and right-of-entry agreements.

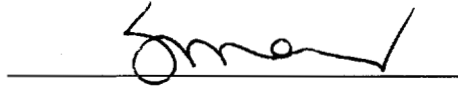
Yours truly,



THOMAS L. BOLICH
Director of Public Works

pap
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 0251
 RESOLUTION NO. _____

On the motion of Supervisor
 duly seconded by Supervisor
 the following resolution is adopted:

RESOLUTION FOR RIGHT-OF-WAY ACQUISITION
 BROMMER STREET IMPROVEMENTS - 7TH AVENUE TO 17TH AVENUE

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 contracts and right-of-entry agreements on file with the Clerk of the Board and hereinafter referred to; and

WHEREAS, the owners of said real property interests have delivered deeds and/or right of entry agreements conveying said real property interests to County, upon condition that County acknowledge and approve Articles set forth in said contracts and right of entry agreements binding County to the performance of said Articles; and

WHEREAS, the Board of Supervisors of said County hereby finds the Articles of said contracts and right of entry agreements 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>
026-231-02	Frank Turner Maureen Turner	\$ 3,550.00
026-411-21	Captains Court Homeowners Association	\$ 1,500.00
026-241-27	Steven M. Leuck Susan L. Leuck	\$ 1,950.00
026-241-25	Ronald E. Pomerantz Jane Weed-Pomerantz	\$ 750.00
026-241-18	Robert M. Gale Cathleen E. Gale	\$ 2,250.00
026-241-11	Leila Naslund	\$ 1,300.00
026-255-03	Charles A. Gorman	\$ 3,520.00
026-255-04	Martin C. Newman Catherine B. Newman	\$ 4,300.00
026-255-06	Sandra K. Maroney	\$ 4,550.00
026-255-07	Joanne Calkins	\$ 1,900.00
026-257-08	Norman E. Poitevin Kathleen Poitevin	\$ 3,050.00
026-291-33 & 47	George Pentz	\$ 2,650.00
026-302-02	Jack C. Nicol	\$ 900.00
026-311-29	Robert H. Rodriguez	\$ 5,850.00
026-311-16	Jeffrey H. Legg	\$ 3,750.00
026-311-05 & 32	Larry J. Van Den Heuvel and Lora J. Van Den Heuvel	\$21,200.00

026-311-31	Peter Truman Kimberly Truman	\$ 9,570.00	
026-311-22	Angelo J. Canepa Lucille M. Canepa	\$14,000.00	0252
026-311-33	Green Valley Corporation	\$ 3,000.00	

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the County of Santa Cruz does hereby accept the terms of said right-of-entry agreements listed below:

026-231-04	George Pentz	\$ 200.00
026-231-03	Audrey Sager	\$ 200.00
026-241-36	Santa Cruz County Housing Authority	\$ 200.00
026-241-46	Joe Sturges & Marilyn Sturges	\$ 200.00
026-241-31	David Cassel & Nancy Cassel	\$ 200.00
026-241-30	Susan Finnegan	\$ 200.00
026-302-38	Nay Chau & Lay Chau	\$ 200.00
026-311-59	Brommer Associates, a general partnership	\$ 200.00

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 agreements payable to the above listed Grantors (except for Rodriguez, Escrow Number 09480603; Van Der Heuvel, Escrow No. 09480606; Truman, Escrow No. 09480604; & Canepa, Escrow No. 09480601 claims which shall be payable to Santa Cruz Title Company, as escrow agent for these transactions), in the amounts indicated above, out of the County Redevelopment funds, charged against Index No. 611212, Work Authorization No. 66050, 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(s) into escrow at Santa Cruz Title Company for disbursement or disburse directly to the above listed grantors.

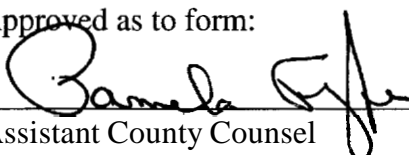
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____, 2002, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:



Assistant County Counsel

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 1998

0253

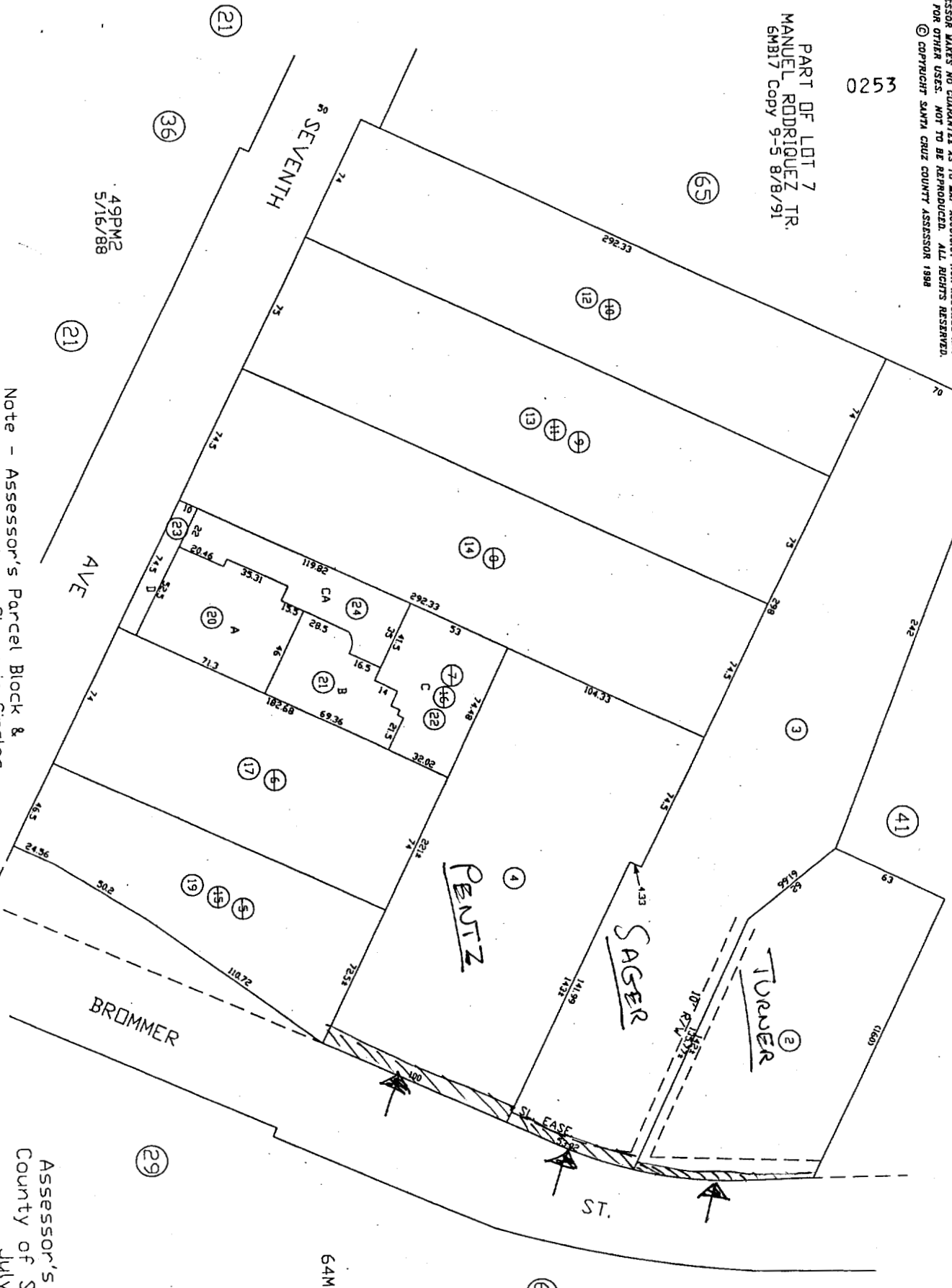
PART OF LOT 7
MANUEL RODRIGUEZ TR.
6MB17 Copy 9-5 8/8/91

POR. OF W. 1/2 SEC. 17,
T.11S., R.1W., M.D.B & M.

Tax Area Code
82-040

26-23

48



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

Assessor's Map No. 26-23
County of Santa Cruz, Calif
July, 1998

49PM2
5/16/88

64MB58

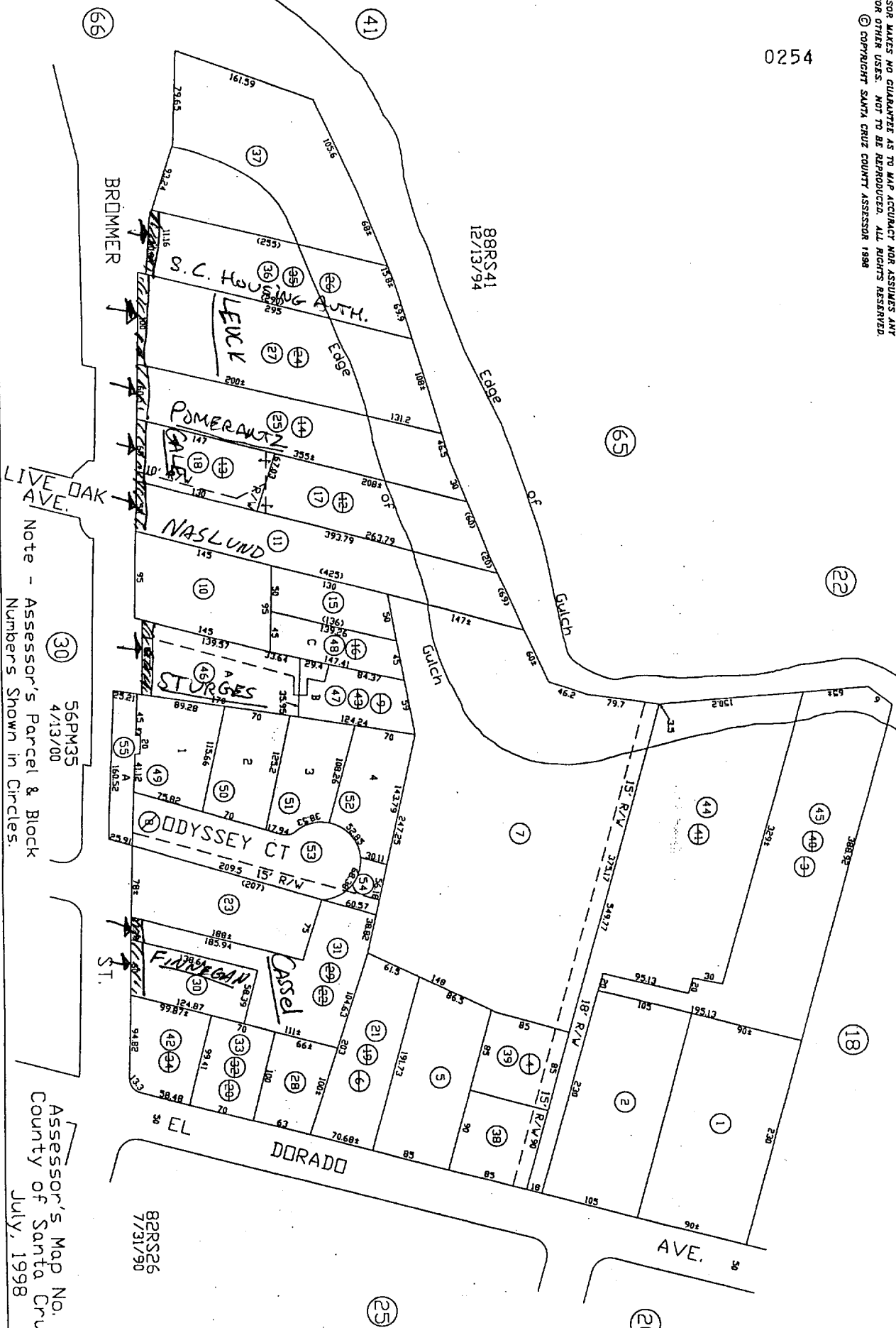
PDR. OF SEC. 17, T.11S, R.1W, M.D.B. & M.

Tax Area Code
82-040

26-24

0254

Let's Quality Review 7/20/98
 Rev 6/26/93 CB 456P425, 1-49 to 55
 Rev 6/7/90 nvn (Cor. page ref.)
 Rev 3/29/01 nvn (changed page refs.)



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

56PM35
4/13/00

Assessor's Map No. 26-24
 County of Santa Cruz, Calif.
 July, 1998

FOR TAX PURPOSES ONLY
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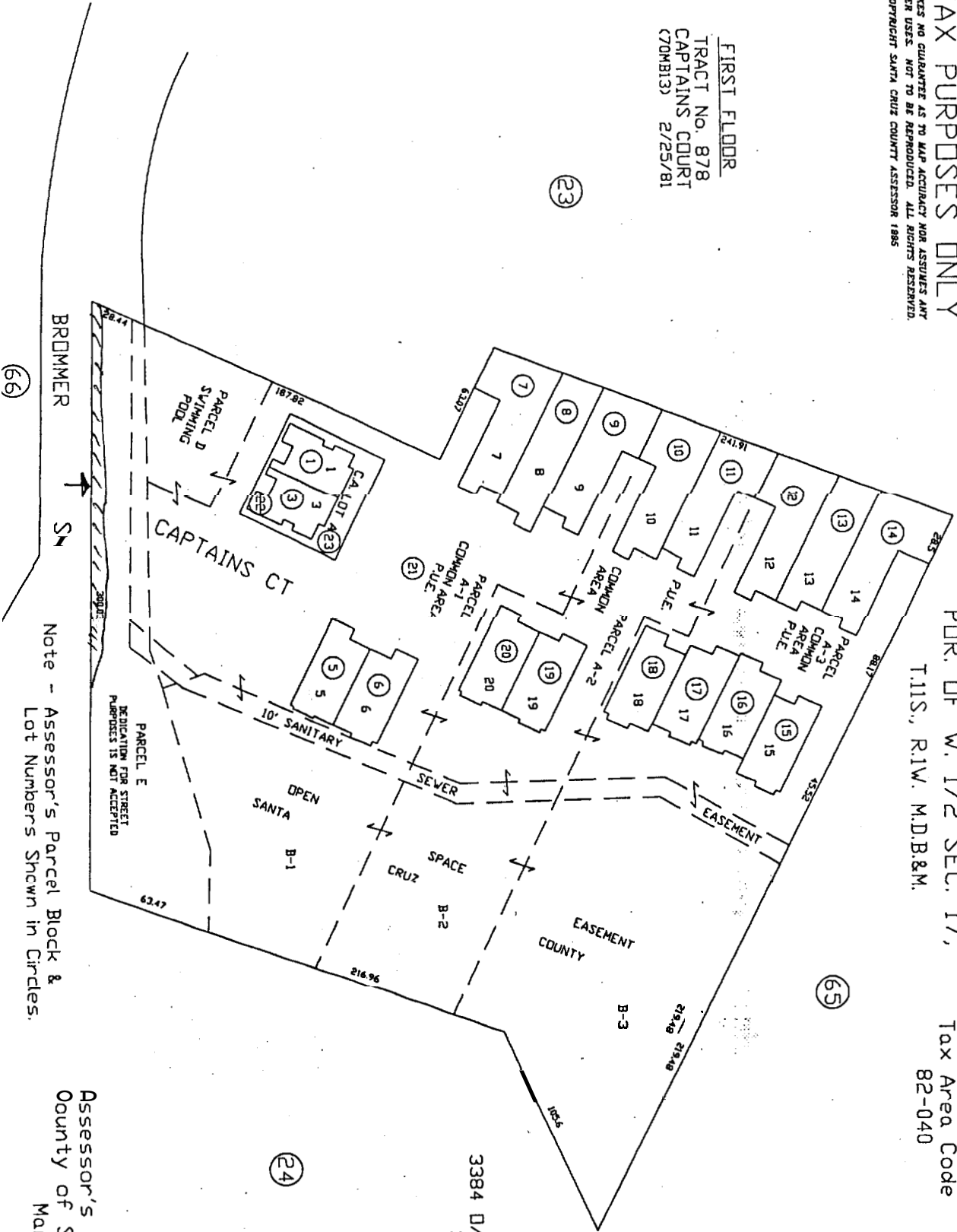
0255

FIRST FLOOR
 TRACT No. 878
 CAPTAINS COURT
 (70MB13) 2/25/81

PDR. OF W. 1/2 SEC. 17,
 T.11S., R.1W. M.D.B.&M.

Tax Area Code
 82-040

26-41

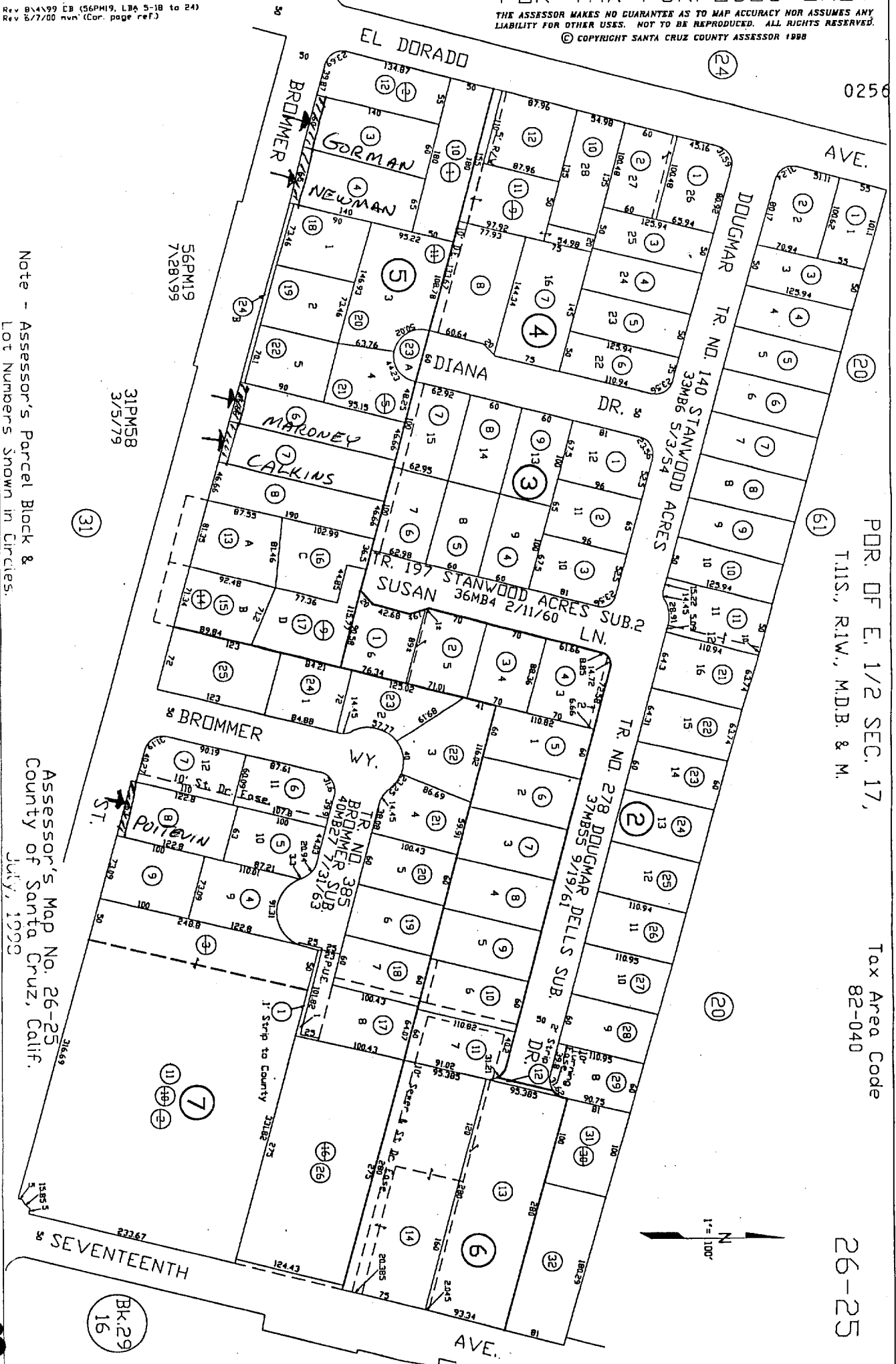


BROMMER
 (66)

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

Assessor's Map No. 26-41
 County of Santa Cruz, Calif.
 March 1981

3384 D/R 366 to 371
 10/30/81



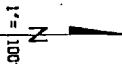
0256

AVE.

PDR. OF E. 1/2 SEC. 17,
T.11S., R.1W., M.D.B. & M.

Tax Area Code
82-040

26-25



56PM19
7/28/99

31PM58
3/5/79

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

Assessor's Map No. 26-25
County of Santa Cruz, Calif.
July, 1998

FOR TAX PURPOSES ONLY

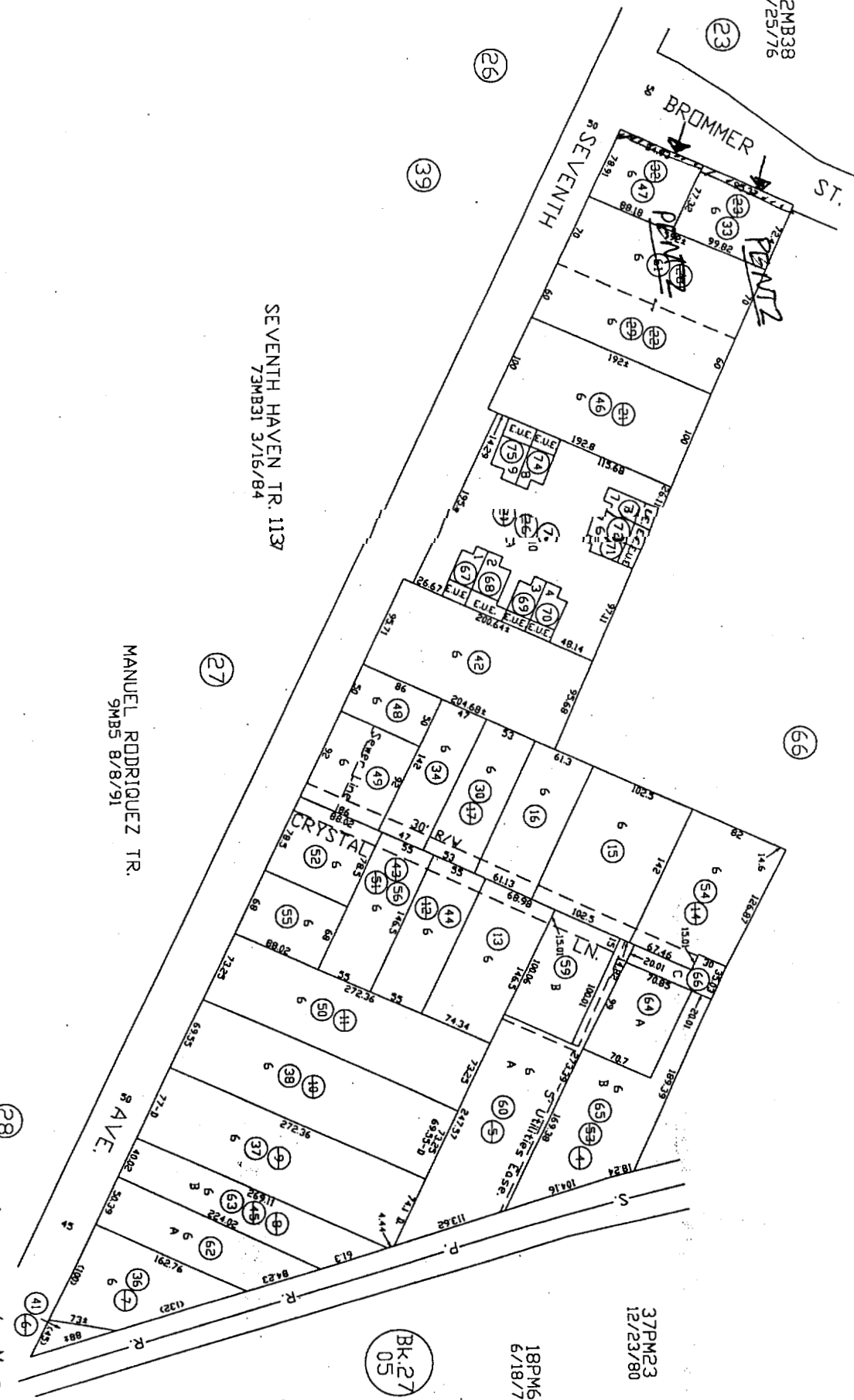
ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1998

PAR. OF S.W. 1/4 SEC. 17, T.11S, R.1W, M.D.B. & M.

Tax Area Code 82-040

26-29

62MB38
3/25/76



SEVENTH HAVEN TR. 1137
7MB31 3/16/84

MANUEL RODRIGUEZ TR.
9MB5 8/8/91

Note - Assessor's Parcel Block & ...

Assessor's Map No. 26-29
County of Santa Cruz, Calif.
July 1998

7/30/98 (Par. to pg 66) re
3/29/01 rev (changed page refs.)

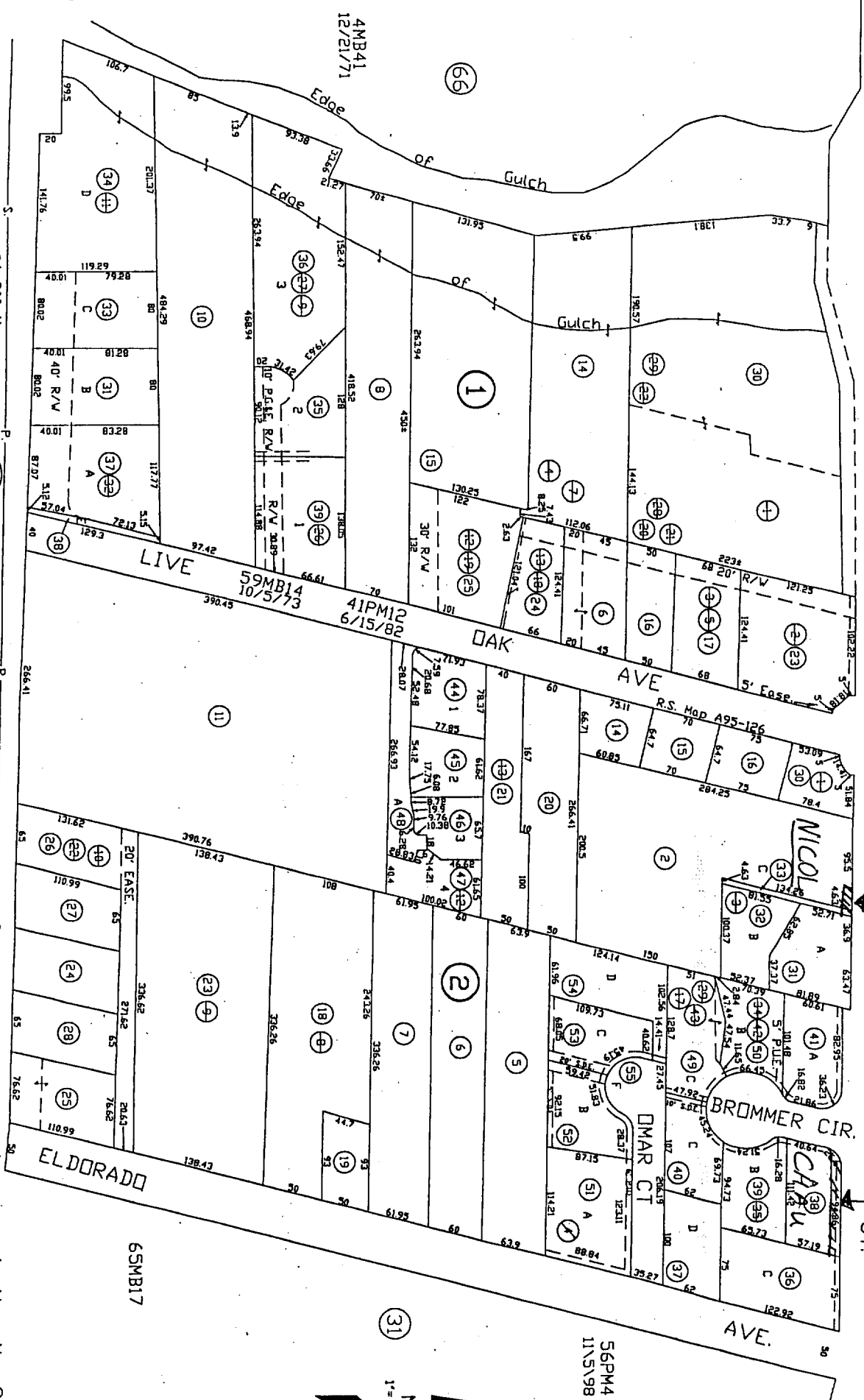
FOR TAX PURPOSES ONLY
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PDR. OF S. 1/2 SEC. 17, 34PM53
T.I.S., R.I.W., M.D.B. & M. 1/16/80
24 Tax Area Code
82-040
40PM16
34PM70
40PM15
2/2/82

BROMMER

ST.

26-30



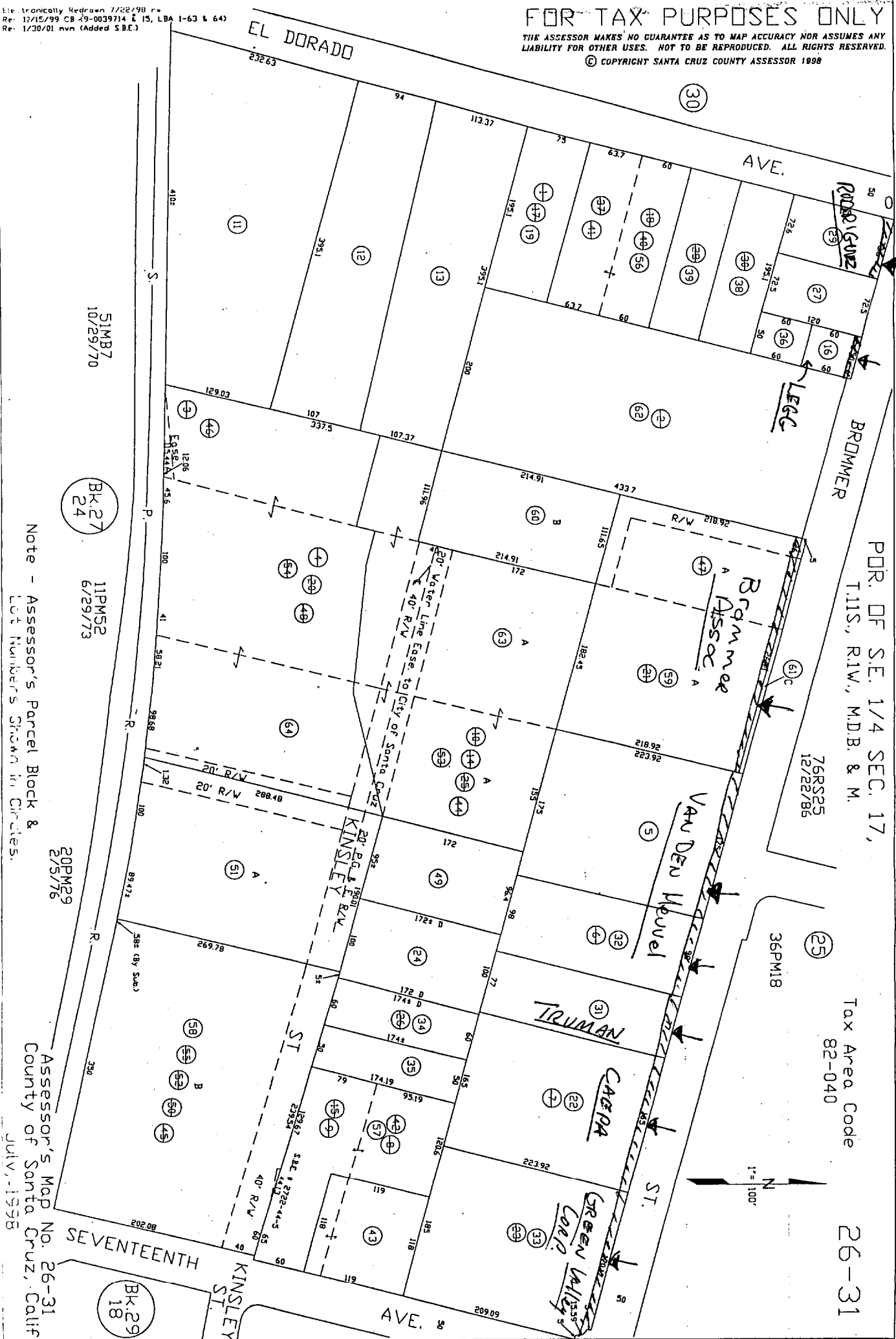
Electrically Redrawn 7/29/98 re
11/19/99 CB (56PM4, 2-51 to 56)
12/27/99 CB (Res# 473-99 except, 2-56 to st)
6/7/00 mwn (Cor. page ref.)

(26-300-1)
22PM32
Note - Assessor's Parcel Block &

Assessor's Map No. 26-30
County of Santa Cruz, Calif.

FOR TAX PURPOSES ONLY

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POR. OF S.E. 1/4 SEC. 17,
 T.11S, R.1W, M.D.B. & M.

Tax Area Code
 82-040

26-31

51MB7
 10/29/70

Bk. 27
 24

11PM52
 6/29/73

20PM29
 2/5/76

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

Assessor's Map No. 26-31
 County of Santa Cruz, Calif.
 July, 1998

Bk. 29
 18

RIGHT OF ENTRY

0260

Parcel No.: 1
APN: 26-231-04

Date: rcd 27, 2002
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

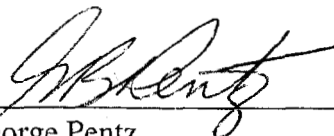
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL


Real Property Agent


George Pentz

Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

745 Brommer Street
Santa Cruz, CA 95062

APN 26-231-04

PENTZ R/E

1

STA 104+72.072 5.196m LT
BC L=18.385m
STA 104+74.859 4.924m LT
EC L=18.366m

STA 104+90.306 4.595m LT
BC L=18.385m

STA 104+90.9
Q 5.7m AC D/W

STA 104+93.016 4.579m LT
BC L=18.385m

APN 26-231
SAGER

2

STA 105+08.327 4.728m LT
BC CURB L=17.961m

PC = 105+11.840

1920

slw

APN 26-661-01

28

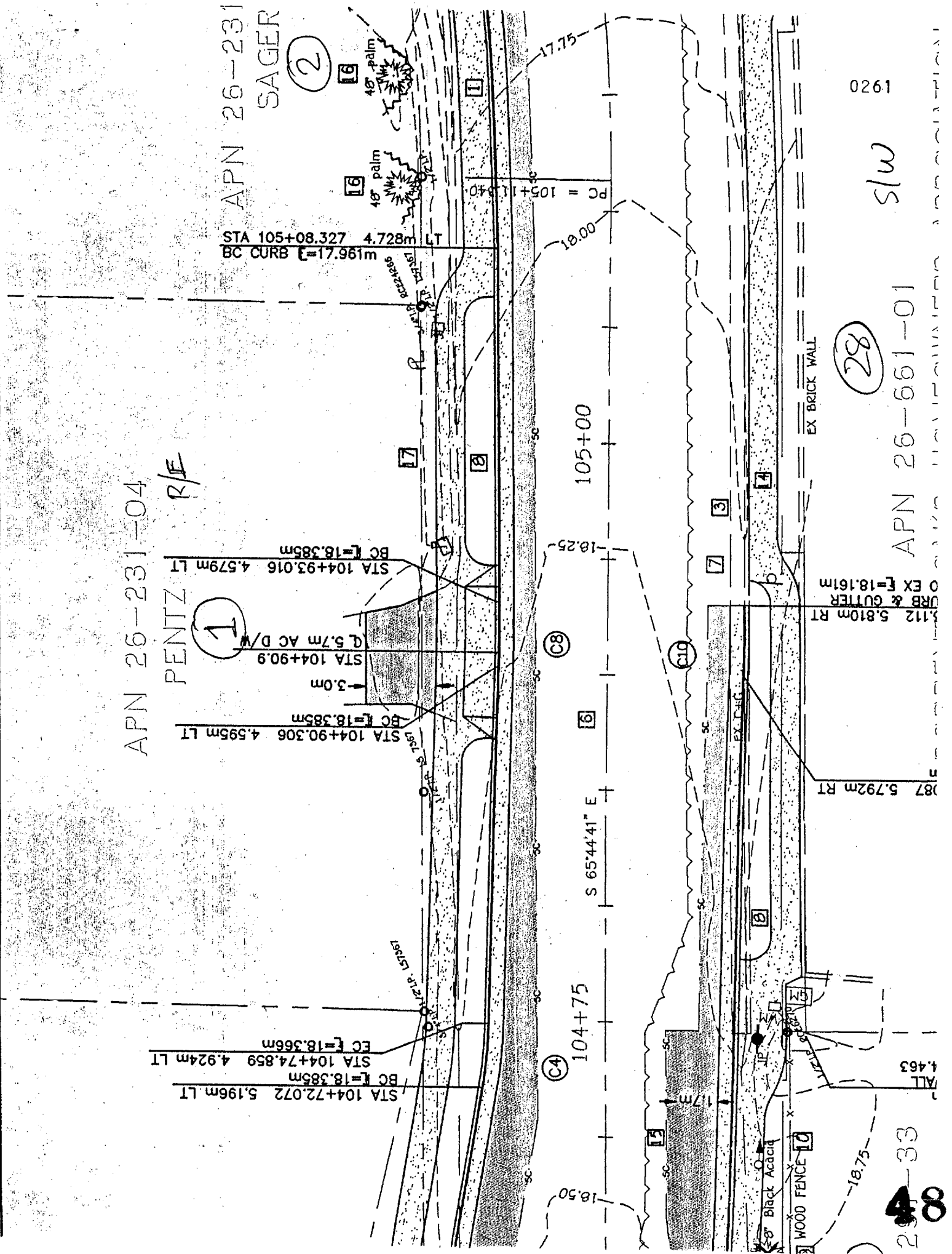
URB & GUTTER
5.112 5.810m RT
EX F=18.161m

5.87 5.792m RT

ALL
4.463

294-33

88



RIGHT OF ENTRY

Parcel No.: 2
APN: 26-231-03

Date: 3/18/02
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

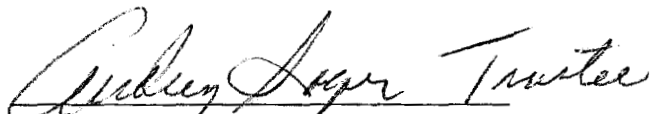
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:


Real Property Agent


Audrey Sager, Trustee

Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

765 Brommer Street
Santa Cruz, CA 95062

48

3/25/02

Dear Peter: I was relieved to hear as per our phone call that the Palm trees would not be removed or damaged. If there are any changes please let us know. Sincerely, Jim Sager

APN 26-231-04

PENTZ R/E

1

STA 104+90.306 4.595m LT
 BC E=18.385m
 STA 104+90.9 4.579m LT
 Q 5.7m AC D/W
 STA 104+93.016 4.579m LT
 BC E=18.385m

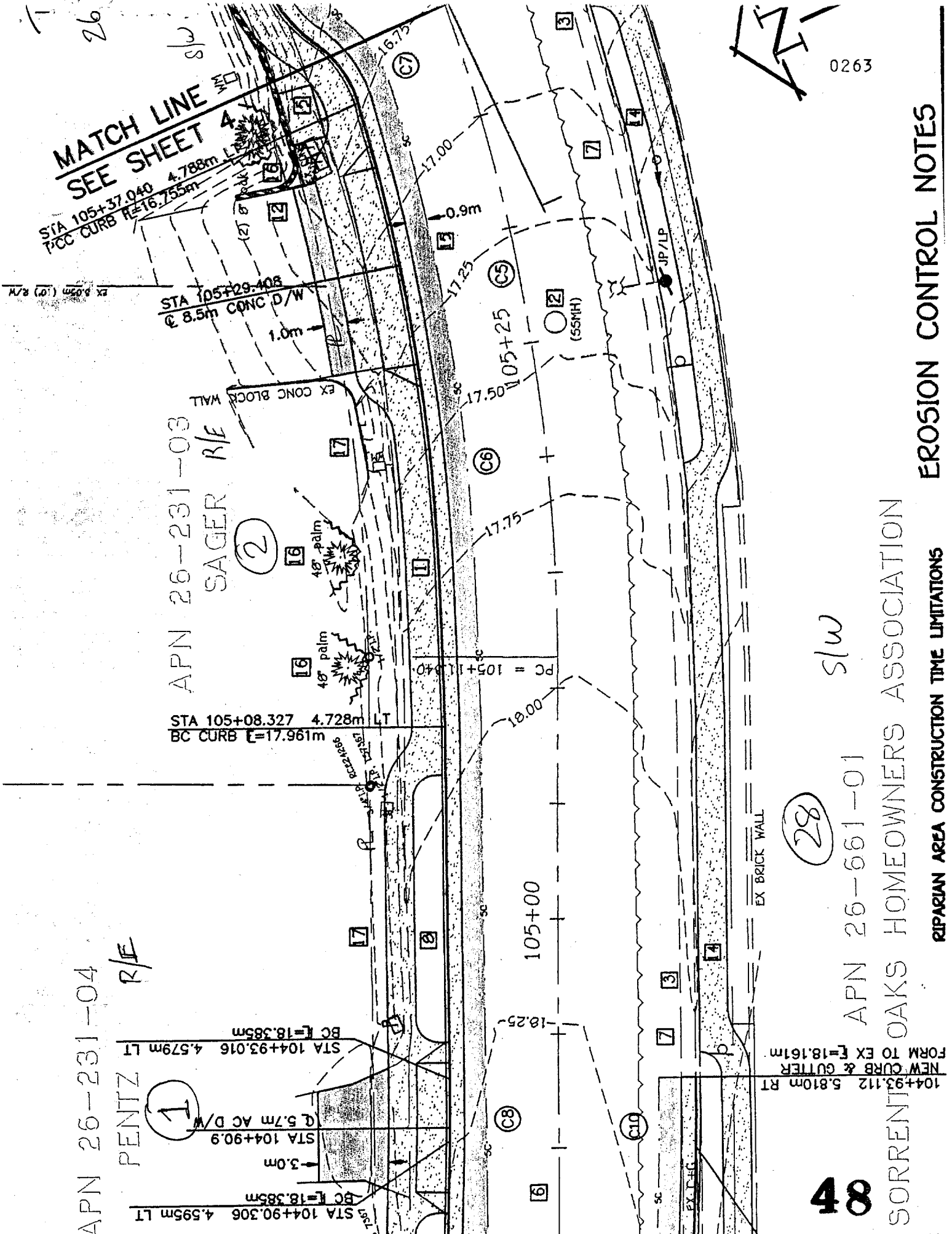
STA 105+08.327 4.728m LT
 BC CURB E=17.961m

APN 26-231-03
 SAGER R/E

2

STA 105+29.408
 Q 8.5m CONC D/W

MATCH LINE
 SEE SHEET
 S/A 105+37.040 4.788m LT
 PCC CURB E=16.755m



48

28

slw

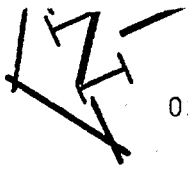
APN 26-661-01

SORRENTI OAKS HOMEOWNERS ASSOCIATION

RIPARIAN AREA CONSTRUCTION TIME LIMITATIONS

EROSION CONTROL NOTES

0263



104+93.112 5.810m RT
 NEW CURB & GUTTER
 FORM TO EX E=18.161m

RIGHT OF ENTRY

Parcel No.: 5
APN: 26-241-36

Date: 12/13/01
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

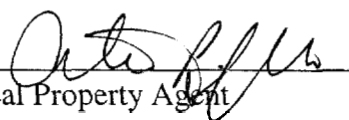
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

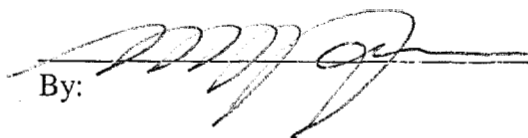
The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

~~&-~~
Santa Cruz Housing Authority:

RECOMMENDED FOR APPROVAL:


Real Property Agent

By: 

Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

925 Brommer Street
Santa Cmz, CA 95062

APN 26-241-36
SANTA CRUZ COUNTY
HOUSING AUTHORITY

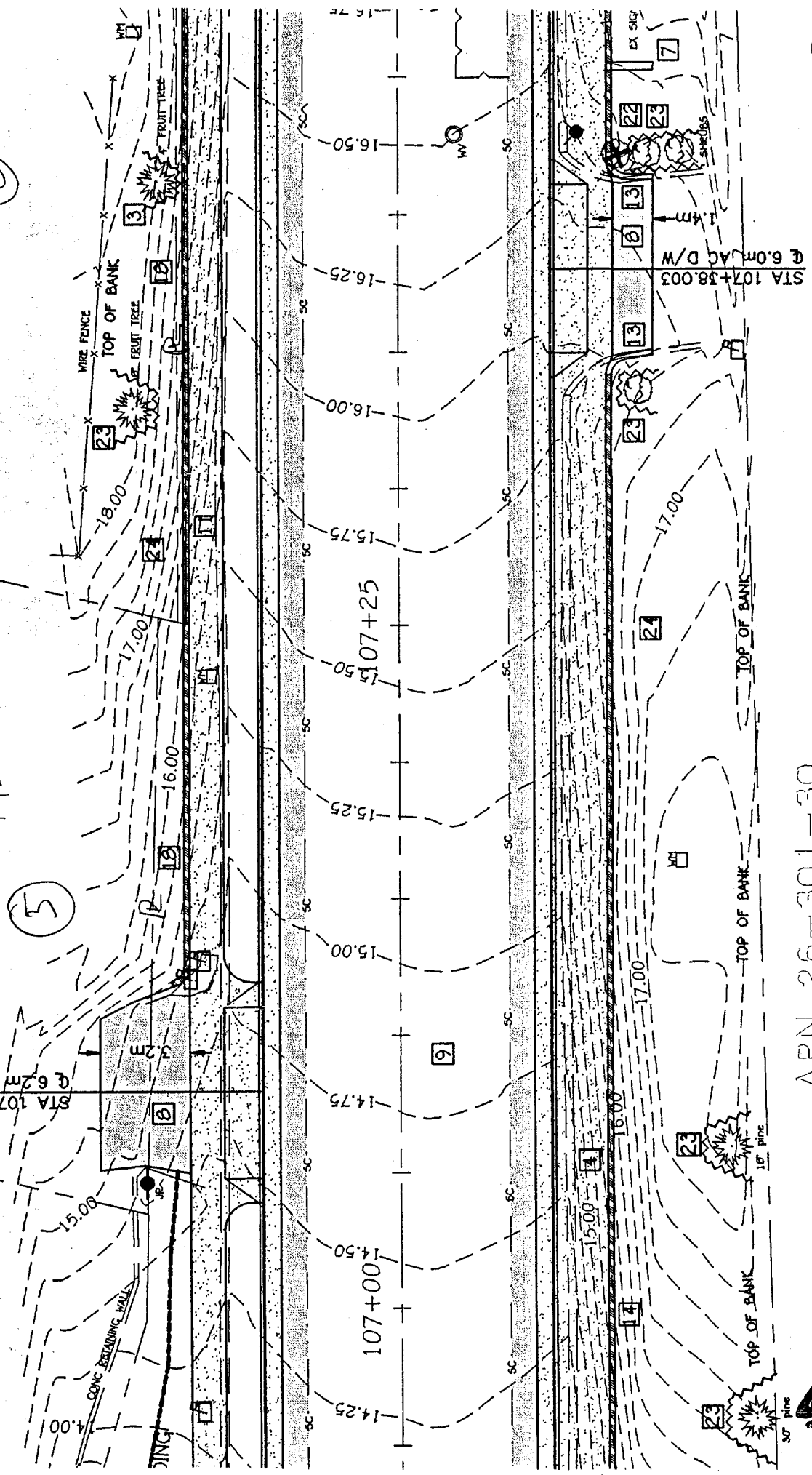
R/E

APN 26-241-2

LEUCK

Redf.

6



APN 26-301-30

FREE METHODIST CHURCH

RIGHT OF ENTRY

Parcel No.: 11
APN: 26-241-46

Date: Dec. 13, 2001
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

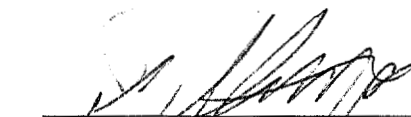
The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

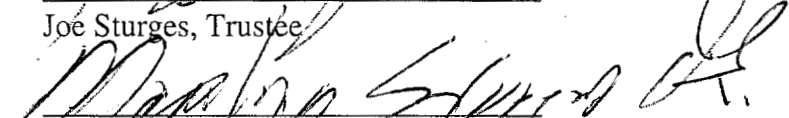
It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:



Real Property Agent



Joe Sturges, Trustee


Marilyn Sturges, Trustee
Grantor(s)

ACCEPTED:

Property Address:

County of Santa Cruz

1043 Brommer Street
Santa Cruz, CA 95062

Director of Public Works

APN 26-241-46
STURGES

APN 26-241-49
JONES

R/E
11
FACE OF STEP
EL = 10.247m

STA 100+65.570 5.051m LT
END-NEW CG&S/W
CONFORM TO EX R=17.794m

EX 4.9m (16') R/L

STA 100+41.536
R 10.90m AC D/W

APN 26-241-55
BROMMER S

APN 26-302-31
LINDSAY s/w

STA 100+20.926 6.047m RT
END NEW CG&S/W
CONFORM TO EX R=17.058m

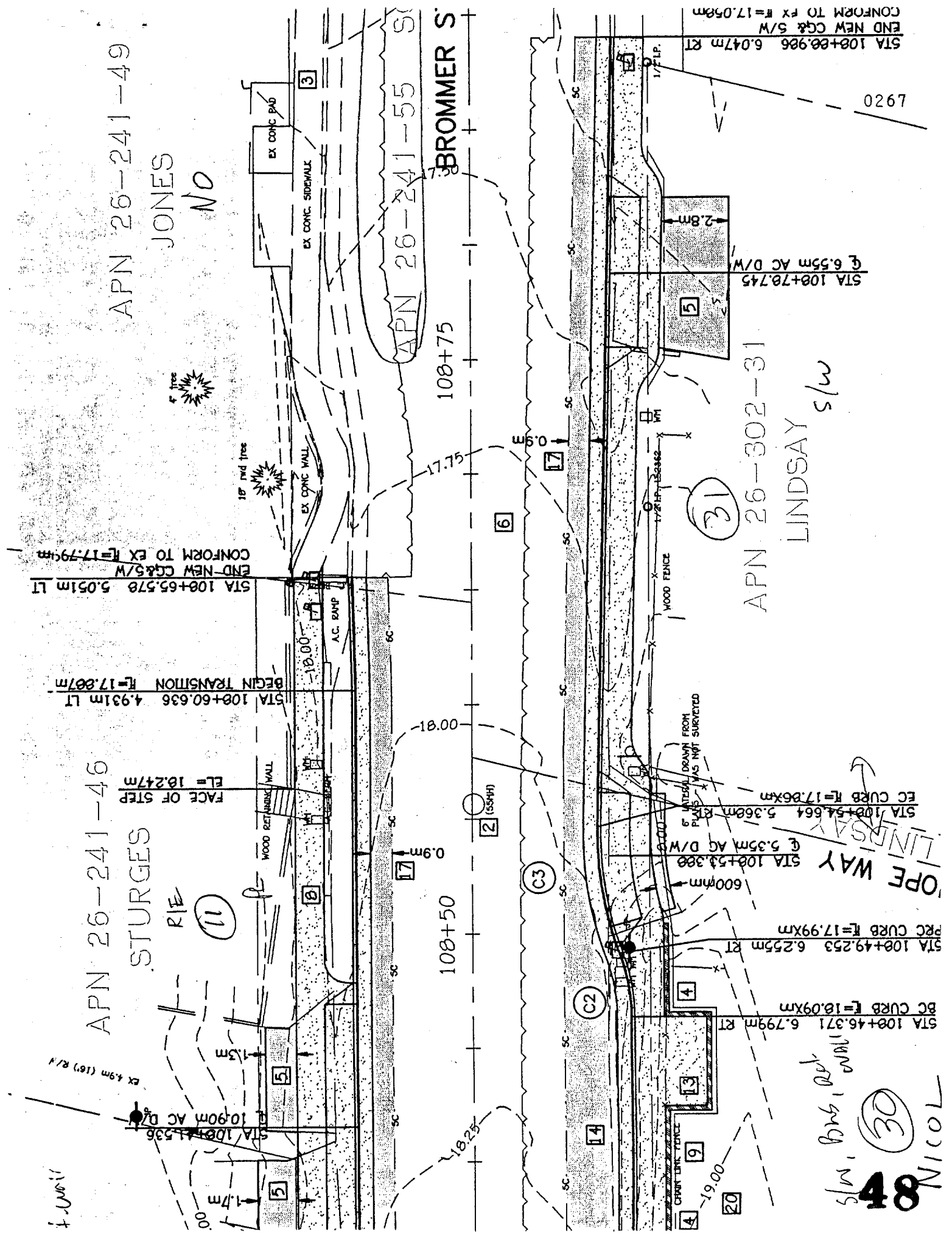
STA 100+49.253 6.255m RT
PRC CURB R=17.99xm

STA 100+53.300
R 5.35m AC D/W

STA 100+54.664 5.366m R/L
EC CURB R=17.86xm

STA 100+46.371 6.799m RT
BC CURB R=10.09xm

s/w, Brs, sub, wall
48
30
NICOL



f wall

0267

s/w

LINDSAY

30

48

NICOL

RIGHT OF ENTRY

Parcel No.: 12
APN: 26-241-31

Date: 12-18-01
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

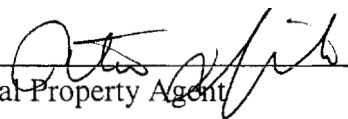
Gentlemen:

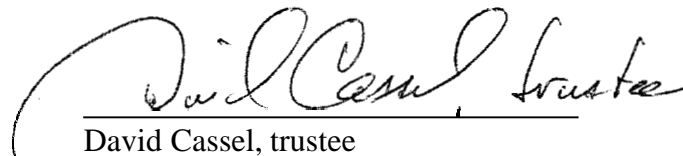
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

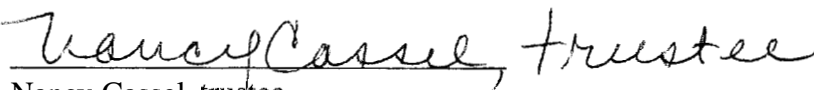
The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:


Real Property Agent


David Cassel, trustee


Nancy Cassel, trustee
Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

1111 Brommer Street
Santa Cruz, CA 95062

18

INSTALL CHRISTY U-32
 STA 109+42.611 0.713m LT
 TG=16.500m
 INV=15.470m

STA 109+30.203 4.451m LT
 BEGIN NEW CG&S/W
 CONFORM TO EX F=16.600m

APN 26-241-23

WILLIAMS

No

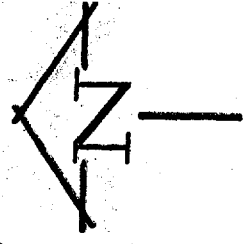
APN 26-241-30

FINNEGAN

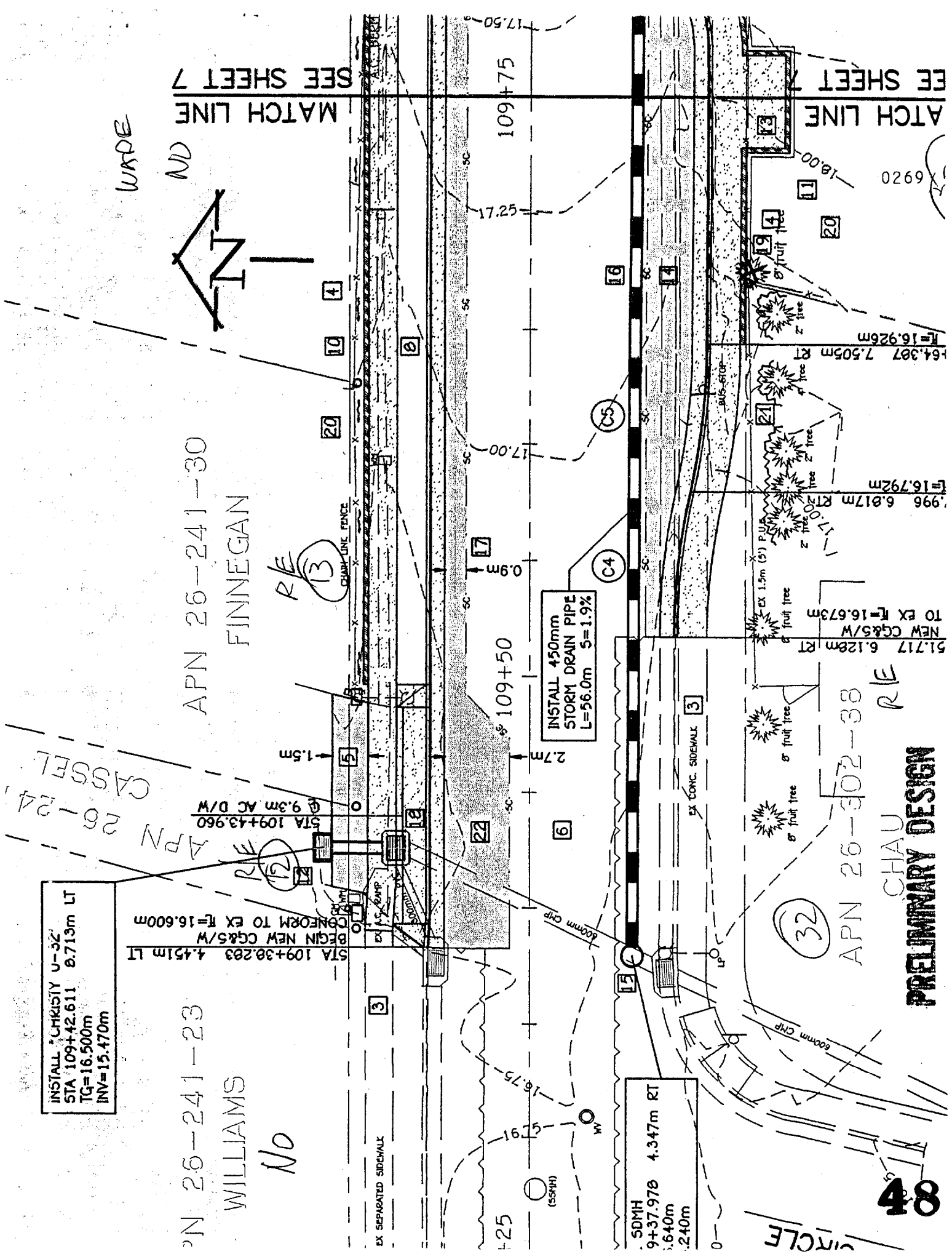
RE (13)

WADE

NO



MATCH LINE
 SEE SHEET 7



APN 26-241-24
 CASSEL

STA 109+43.960
 9.3m AC D/W

INSTALL 450mm
 STORM DRAIN PIPE
 L=56.0m S=1.9%

SDMH
 9+37.970 4.347m RT
 1.640m
 1.240m

APN 26-302-38

CHAU

PRELIMINARY DESIGN

51.717 6.120m RT
 NEW CG&S/W
 TO EX F=16.673m

17.996 6.017m RT
 F=16.792m

164.307 7.505m RT
 F=16.926m

MATCH LINE
 SEE SHEET 7

02690

84

RIGHT OF ENTRY

Parcel No.: 13
APN: 26-241-30

Date: 3-25-02
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

Cuteo Ajile
Real Property Agent

Susan Finnegan
Susan Finnegan

Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

1115 Brommer Street
Santa Cruz, CA 95062

INSTALL - CHRISTY U-32
 STA 109+42.611 @ 7.13m LT
 TQ=16.500m
 INV=15.470m

STA 109+38.203 4.451m LT
 BEGIN NEW CG&S/W
 STA 109+43.960
 @ 9.3m AC D/W

APN 26-241-23

WILLIAMS

No

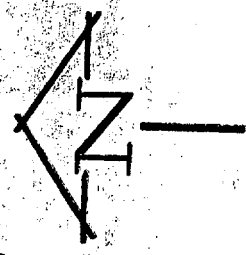
APN 26-241-30

FINNEGAN

RE (13)

WIDE

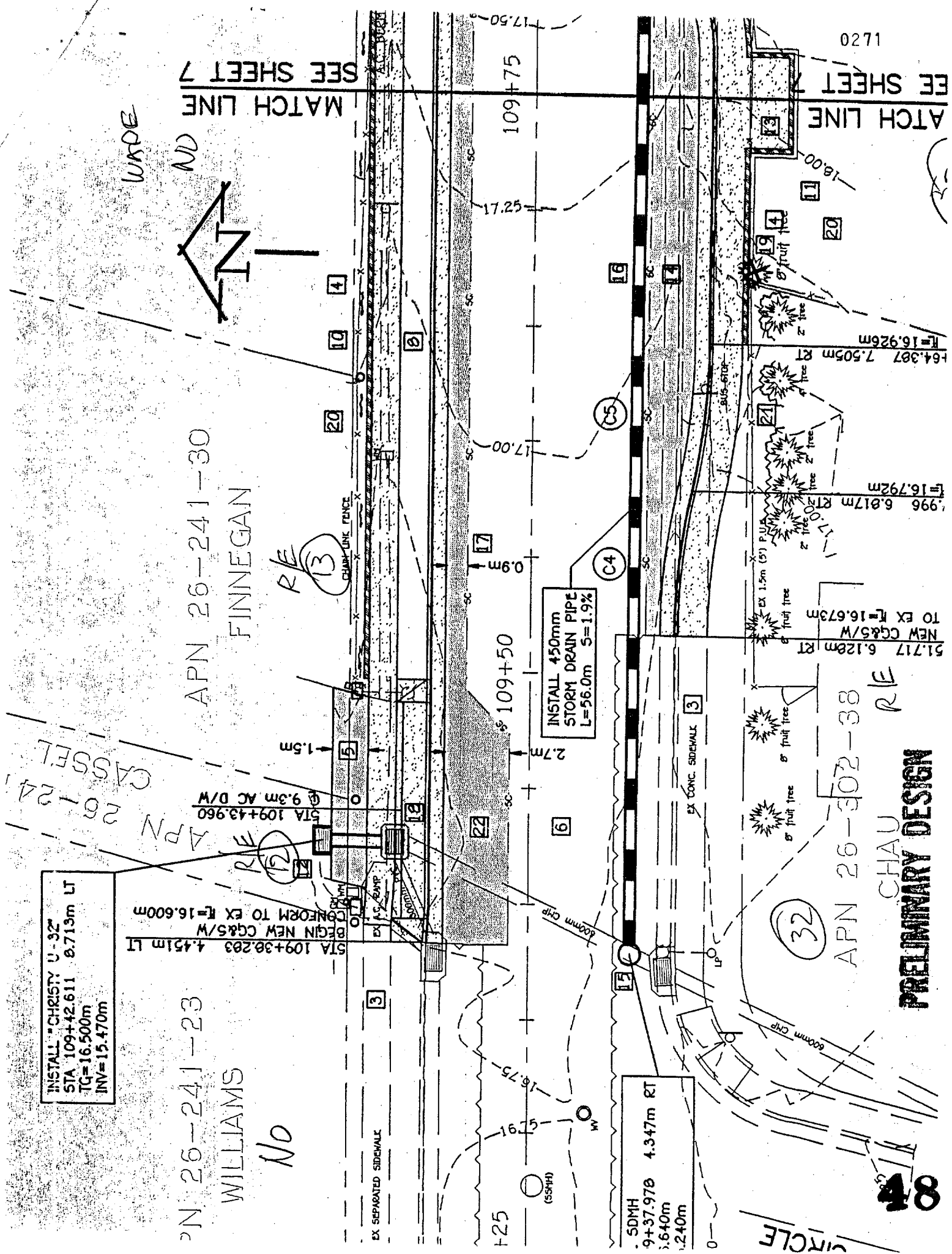
MD



MATCH LINE
 SEE SHEET 7

MATCH LINE
 SEE SHEET 7

0271



50MH
 9+37.978 4.347m RT
 3.640m
 2.240m

INSTALL 450mm
 STORM DRAIN PIPE
 L=56.0m S=1.9%

APN 26-302-38

CHAU

PRELIMINARY DESIGN

CIRCLE

87

RE

51.717 6.122m RT
 NEW CG&S/W
 TO EX F=16.673m

17.996 6.817m RT
 F=16.792m

164.387 7.505m RT
 F=16.926m

RIGHT OF ENTRY

0272

Parcel No.: 32
APN: 26-302-38

Date: 3/27/08
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:

Ante Ofre
Real Property Agent

Nay Chau
Nay Chau
Lay Chau
Lay Chau
Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

1194 Brommer Street
Santa Cruz, CA 95062

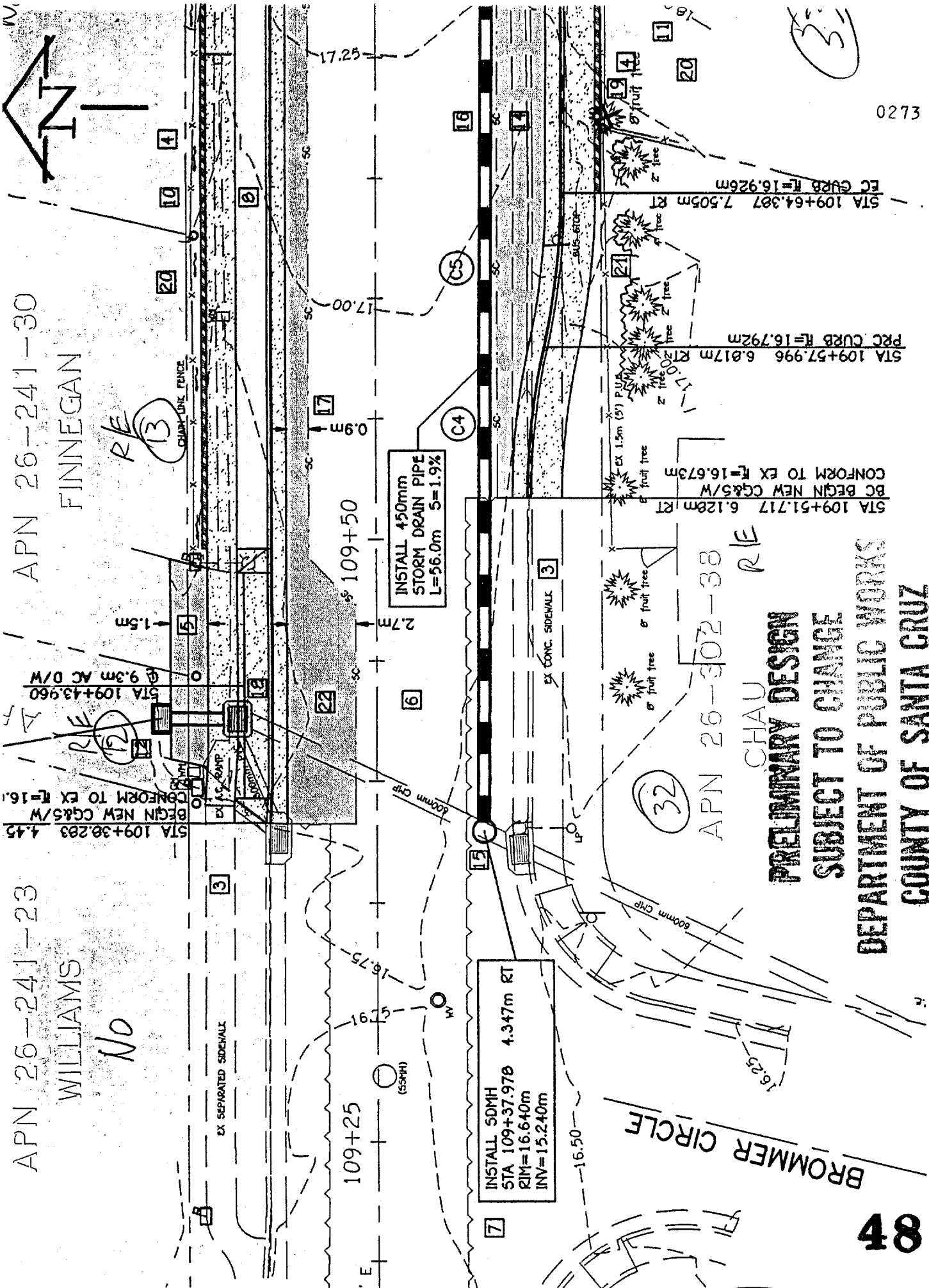
APN 26-241-23

WILLIAMS

No

APN 26-241-30

FINNEGAN



STA 109+30.203 4.45
 BEGIN NEW CG&S/W
 CONFORM TO EX E=16.1

STA 109+43.960
 9.3m AC O/W

STA 109+51.717 6.128m RT
 BEGIN NEW CG&S/W
 CONFORM TO EX E=16.673m

STA 109+57.996 6.817m RT
 PRC CURB E=16.792m

STA 109+64.387 7.505m RT
 EC CURB E=16.926m

INSTALL 450mm
 STORM DRAIN PIPE
 L=56.0m S=1.9%

INSTALL SDMH
 STA 109+37.970 4.347m RT
 RIM=16.640m
 INV=15.240m

APN 26-302-38

CHAU R/E

PRELIMINARY DESIGN
SUBJECT TO CHANGE
 DEPARTMENT OF PUBLIC WORKS
 COUNTY OF SANTA CRUZ

RIGHT OF ENTRY

Parcel No.: 38
APN: 26-311-59

Date: 12-18-01
Project: BROMMER STREET IMPROVEMENT
PROJECT - PHASE I

County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, California 95060

Gentlemen:

Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

The District shall pay the undersigned grantor(s) the sum of **\$200.00** for the right of entry herein granted. It is understood and agreed that the District shall have the right to trim any vegetation as necessary to construct the improvements, but that the premises will be left in a clean and orderly condition and that any existing improvements located on the grantor's property that may have been disturbed or removed during the course of the work will be restored or replaced in-kind. The undersigned grantor(s) agree to complete a W-9 Form, Request for Taxpayer Identification Number and Certification, required for processing of the payment.

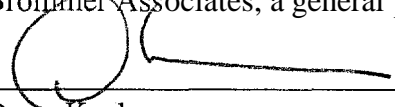
It is further understood and agreed that permission to perform the acts stated herein shall remain in force and effect only until the completion of construction of the Brommer Street Improvement Project - Phase I and that all rights hereunder shall cease when said work has been completed.

RECOMMENDED FOR APPROVAL:



Real Property Agent

Brommer Associates, a general partnership:



Doug Kaplan

Grantor(s)

ACCEPTED:

County of Santa Cruz

Director of Public Works

Property Address:

1334 Brommer Street
Santa Cruz, CA 95062

FOUCHE

CALKINS

MARONEY

IN

slw, Ret. wall (19)

slw, Ret. wall (18)

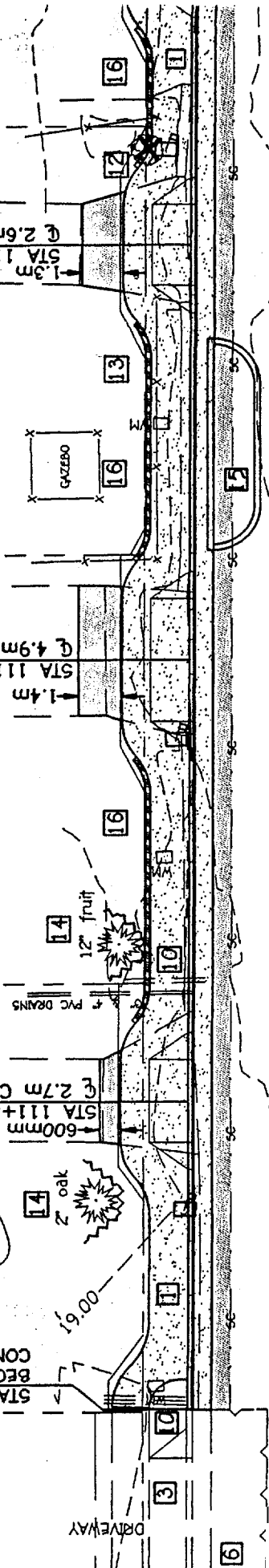
slw (17)

STA 111+20.604 6.0
BEGIN NEW CG&S/W
CONFORM TO EX R-1

600mm
STA 111+30.041
2.7m CONC D/W

1.4m
STA 111+53.406
4.9m CONC D/W

1.3m
STA 111+67.214
2.6m CONC D/W



BROMMER STREET

111+50

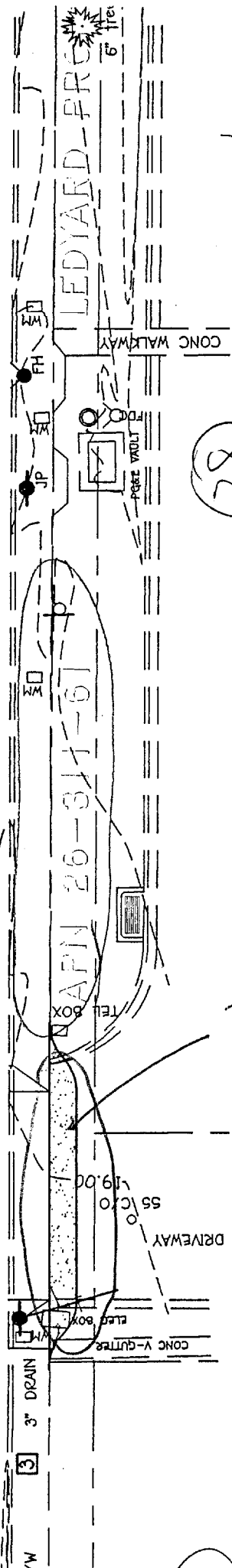
S 75°51'32" E

111-

19.25

+25

19.00



(38)

THIS IMPROVEMENT ONLY

111-62

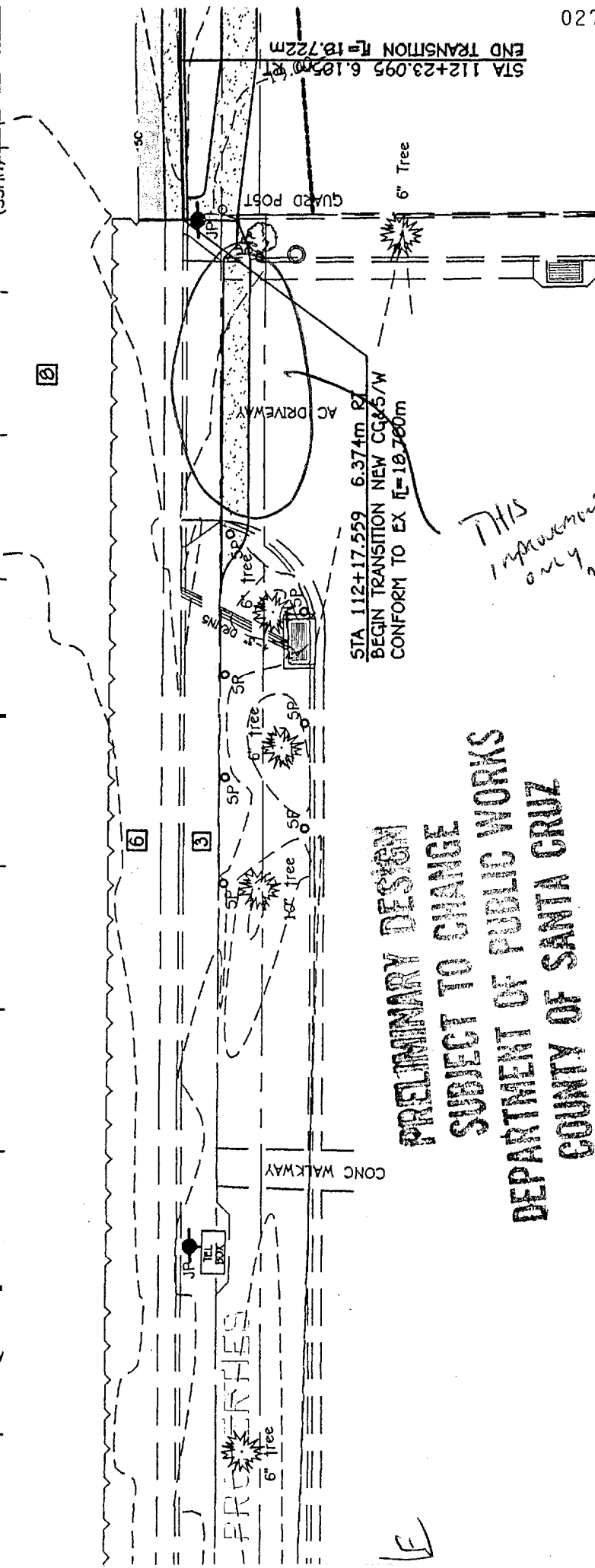
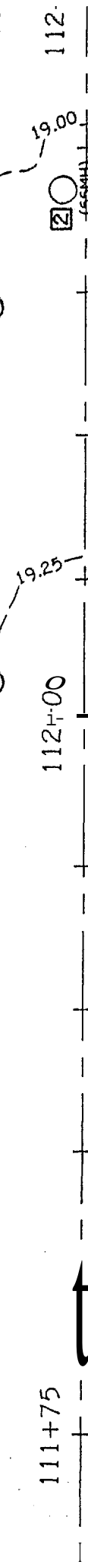
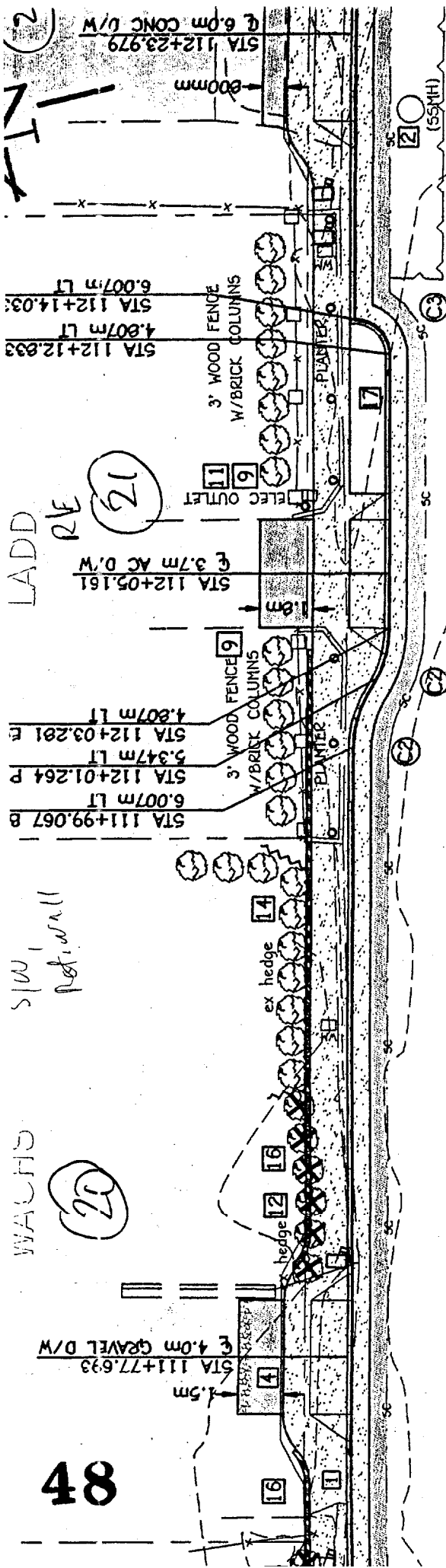
APN 26-311-59

BROMMER ASSOCIATES

0275

RL

48



**PRELIMINARY DESIGN
SUBJECT TO CHANGE
DEPARTMENT OF PUBLIC WORKS
COUNTY OF SANTA CRUZ**

*THIS
improvement
only*

NOTES

- 1 INSTALL C&G 1.2m SIDEWALK
- 2 ADJUST MANHOLE TO GRADE

- 9 BRICK PILLARS AT
- 10 INSTALL UNDER 5'

0276

LADD

RE

(21)

SW, wall
Nod. wall

(22)

PROCESSES

FE

Frank Turner
Maureen Turner
(SELLERS)

Property No.: 03
APN: 026-231-02 0277
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and FRANK TURNER, Trustee of the Turner Revocable Trust dated January 3, 2002, 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 801 Brommer Street in the County of Santa Cruz (APN 026-231-02), 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(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**.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 18th day of March, 2002.

RECOMMENDED FOR APPROVAL .

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Frank Turner, Trustee
Frank Turner, Trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0280

TURNER

APN 026-231-02

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

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Frank and Maureen Turner by that deed recorded October 11, 1996 in Volume 5921 of Official Records of Santa Cruz County at Page 392, and more particularly described as follows:

Being a strip of land 2.00 feet wide, the southerly boundary of which is described as follows:

Beginning at a point on the easterly boundary of said land of Turner, on the northerly line of Brommer Street, at the southwesterly corner of Parcel D as shown on the map entitled "Tract No. 878, Captains Court" filed February 25, 1981 in Volume 70 of Maps at Page 13, Santa Cruz County Records; thence along said northerly line of Brommer Street South 88° 35' .09" West 31.42 feet; thence continuing along said northerly line along a curve to the right with a beginning tangent bearing of South 89° 54' 27" West and a radius of 275.00 feet through a central angle of 9° 51' 08" an arc distance of 47.29 feet.

Containing 158 square feet, more or less.

Captains Court
Homeowners Association
(SELLERS)

Property No.: 04
APN: 026-411-21
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and CAPTAINS COURT HOMEOWNERS ASSOCIATION, a California Nonprofit Corporation, 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 1017 Captains Court in the County of Santa Cruz (APN 026-411-21), 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 **\$1,500.00** 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.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 27th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Lochinger
SCOTTLOICHTINGER
Chief, Real Property Division

APPROVED AS TO FORM.

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

Captains Court Homeowners
Association:

Jennifer S. Bailey
by: Jennifer S. Bailey
Carl A. White
Carl A. White
M. Dekking
Marcie Dekking

(SELLERS)

EXHIBIT "A"

0284

CAPTAINS COURT HOMEOWNERS ASSOCIATION

APN 026-411-21

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

PARCEL A

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of Parcel D as shown on the map entitled "Tract No. 878, Captains Court" filed February 25, 1981 in Volume 70 of Maps at Page 13, Santa Cruz County Records, and more particularly described as follows:

Beginning at the southwesterly corner of said Parcel D as shown on said map; thence along the southerly boundary of said Parcel D North 88° 35' 09" East 15.32 feet; thence leaving said southerly boundary North 0° 05' 53" East 1.19 feet; thence North 89° 54' 07" West 14.58 feet to a point on the westerly boundary of said Parcel D; thence along said westerly boundary South 24° 52' West 1.76 feet to the point of beginning.

Containing 21 square feet, more or less.

PARCEL B

Being an easement for sidewalk, utility, retaining wall, bus shelter, and sign purposes over a portion of Parcel A-1 as shown on the map entitled "Tract No. 878, Captains Court" filed February 25, 1981 in Volume 70 of Maps at Page 13, Santa Cruz County Records, and more particularly described as follows:

Beginning at a point on the southerly boundary of said Parcel A-1 from which the southwesterly corner of Parcel D as shown on said map bears South 88° 35' 09" West 117.86 feet; thence along the southerly boundary of said Parcel A-1 North 88° 35' 09" East 19.50 feet; thence leaving said southerly boundary North 1° 24' 51" West 2.50 feet; thence South 89° 54' 09" West 19.50 feet; thence South 1° 24' 51" East 2.50 feet to the point of beginning.

Containing 49 square feet, more or less.

Steven Leuck
Susan Leuck
(SELLERS)

Property No.: 05
APN: 026-241-27
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and STEVEN M. LEUCK and SUSAN L. LEUCK, 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 961 Brommer Street in the County of Santa Cruz (APN 026-241-27), 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 **\$1,950.00** 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.

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 January 15,2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31,2003, whichever occurs first.

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 _____, 20__; and the SELLERS have executed this agreement as of the 14th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Steven M. Leuck
Steven M. Leuck
Susan L. Leuck
Susan L. Leuck
3/14/02

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**LEUCK****APN 026-241-27**

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

Being an easement for retaining wall purposes over a portion of the land conveyed to Steven M. and **Susan** L. Leuck by that deed recorded March 2, 1995 in Volume 5642 of Official Records of Santa Cruz County at Page 923, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the southerly boundary of which is described as follows:

Beginning at the southwesterly corner of said land of Leuck **as** described in said deed, on the northerly line of Brommer Street; thence along said northerly line of Brommer Street East 87.00 feet.

Containing 87 square feet, more or less.

Ronald Pomerantz
Jane Weed-Pomerantz
(SELLERS)

Property No.: 07
APN: 026-241-25
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and RONALD E. POMERANTZ AND JANE WEED-POMERANTZ, Trustees of the Weed Pomerantz Family Trust dated October 26, 1994, 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 971 Brommer Street in the County of Santa Cruz (APN 026-241-25), 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 **\$750.00** 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**.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 27th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Ronald E. Pomerantz trustee
Ronald E. Pomerantz, trustee
Jane Weed Pomerantz trustee
Jane Weed-Pomerantz, trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0292

POMERANTZ

APN 026-241-25

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

Being an easement for retaining wall purposes over a portion of the land conveyed to Ronald E. Pomerantz and Jane Weed-Pomerantz, Trustees by that deed recorded April 6, 1997 in Document 1997-0015450 of Official Records of Santa Cruz County, and more particularly described as follows:

Being a strip of land 1.00 feet wide, the southerly boundary of which is described as follows:

Beginning at the southeasterly corner of said land of Pomerantz as described in said deed, on the northerly line of Brommer Street; thence along said northerly line of Brommer Street West 4.00 feet.

Containing **4** square feet, more or less.

Robert M. Gale
 Cathleen E. Gale
 (SELLERS)

Property No.: 08
APN: 026-241-18
Project: BROMMER STREET ROAD
 IMPROVEMENT PROJECT - PHASE I

**CONTRACT
 COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and ROBERT M. GALE and CATHLEEN E. GALE, 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 1001 Brommer Street in the County of Santa Cruz (APN 026-241-18), 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 **\$2,250.00** 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.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 7th day of March, 2022.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Robert M. Gale
Robert M. Gale

Cathleen E. Gale
Cathleen E. Gale

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**GALE****APN 026-241-18**

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

Being an easement for retaining wall purposes over a portion of the land of Gannon as shown on the record of survey map filed December 13, 1994 in Volume 88 of Maps at Page 41, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 1.00 feet in width, the southerly boundary of which is described as follows:

Beginning at the southwesterly corner of said land of Gannon as shown on said map, on the northerly line of Brommer Street; thence along said northerly line South 89° 54' 10" East 55.00 feet.

Containing 55 square feet, more or less.

Leila Naslund
(SELLERS)

Property No.: 09
APN: 026-241-11
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and LEILA NASLUND, Trustee of the Leila Naslund 1986 Trust, 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 1019 Brommer Street in the County of Santa Cruz (APN 026-241-11), 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 **\$1,300.00** 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.

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 January 15,2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31,2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 4th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Leila Naslund Trustee
Leila Naslund, Trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0300

NASLUND

APN 026-241-11

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

Being an easement for retaining wall purposes over a portion of Parcel One of the land conveyed to Leila Naslund, Trustee, by that deed filed January **28**, 1993 in Volume 5195 of Official Records of Santa Cruz County at Page 540, and more particularly described as follows:

Being a strip of land 1.00 feet in width, the southerly boundary of which is described as follows:

Beginning at the southeasterly corner of said Parcel One, on the northerly line of Brommer Street; thence along said northerly line West 32.00 feet.

Containing 32 square feet, more or less.

Charles A. Gorman
(SELLERS)

Property No.: 15
APN: 026-255-03
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and CHARLES A. GORMAN, 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 1217 Brommer Street in the County of Santa Cruz (APN 026-255-03), 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 **\$3,520.00** 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.
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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 22nd day of March, 2002

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Charles A. Gorman
Charles A. Gorman

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**GORMAN****APN 026-255-03**

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

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Charles A. Gorman by that deed filed March 13, 1997 in Document 199.7-0011252 of Official Records of Santa Cruz County, and more particularly described as follows:

Beginning at a point on the westerly boundary of said land of Gorman, on the northerly line of Brommer Street, from which the southwesterly corner of said land as described in said deed bears South 13° 45' West 25.00 feet; thence along said northerly line South 75° 43' East 60.00 feet to a point on the easterly boundary of said land of Gorman; thence leaving said northerly line along said easterly boundary North 13" 45' East 1.00 feet; thence leaving said easterly boundary North 75° 43' West 34.97 feet; thence North 42° 36' 52" West 3.66 feet; thence North 75" 43' West 21.98 feet to a point on the westerly boundary of said land of Gorman; thence along said westerly boundary South 13" 45' West 3.00 feet to the point of beginning.

Containing 107 square feet, more or less.

Catherine Newman
 Martin Newman
 (SELLERS)

Property No.: 16
APN: 026-255-04
Project: BROMMER STREET ROAD
 IMPROVEMENT PROJECT - PHASE I

**CONTRACT
 COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and MARTIN C. NEWMAN and CATHERINE B. NEWMAN, 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 1225 Brommer Street in the County of Santa Cruz (APN 026-255-04), 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 **\$4,300.00** 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.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 21st day of March, 2002

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Martin C. Newman
Martin C. Newman

Catherine B. Newman
Catherine B. Newman

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0308

NEWMAN

APN 026-255-04

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

Being easements for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Martin C. and Catherine B. Newman by that deed filed October 18, 1990 in Volume 4746 of Official Records of Santa Cruz County at Page 403, and more particularly described as follows:

PARCEL A

Beginning at a point on the westerly boundary of said land of Newman, on the northerly line of Brommer Street, from which the southwesterly corner of said land as described in said deed bears South 13" **45'** West 25.00 feet; thence along said northerly line South **75"** 43' East 28.93 feet; thence leaving said northerly line North 42" 40' **27"** West 6.03 feet; thence North **75°** 43' West 23.91 feet to a point on the westerly boundary of said land of Newman; thence along said westerly boundary South 13" 45' West 3.29 feet to the point of beginning.

Containing 87 square feet, more or less.

PARCEL B

Beginning at a point on the easterly boundary of said land of Newman, on the northerly line of Brommer Street, from which the southeasterly corner of said land as described in said deed bears South 13° 45' West 25.00 feet; thence along said northerly line North 75" 43' West 23.61 feet; thence leaving said northerly line North 71" 14' 27" East 6.03 feet; thence South 75" **43'** East 18.53 feet to a point on the easterly boundary of said land of Newman; thence along said easterly boundary South 13" 45' West 3.29 feet to the point of beginning.

. Containing 69 square feet, more or less.

Sandra K. Maroney
(SELLERS)

Property No.: 17
APN: 026-255-06
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and SANDRA K. MARONEY, 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 1325 Brommer Street in the County of Santa Cruz (APN 026-255-06), 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 **\$4,550.00** for the property interest herein (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**.
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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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

INWITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 20____; and the SELLERS have executed this agreement as of the 13th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Sandra K. Maroney
Sandra K. Maroney

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0312

MARONEY

APN 026-255-06

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

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Sandra K. Maroney by that deed filed January 29, 1987 in Volume 4105 of Official Records of Santa Cruz County at Page 951, and more particularly described as follows:

Being a strip of land 3.30 feet in width, the southerly boundary of which is the southerly boundary of said land of Maroney, on the northerly line of Brommer Street.

Containing 154 square feet, more or less.

Joanne Calkins
(SELLERS)

Property No.: 18
APN: 026-255-07
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and JOANNE CALKINS, Trustee of the Joanne Calkins Trust dated July 1, 1999, 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 1335 Brommer Street in the County of Santa Cruz (APN 026-255-07), 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 **\$ 1,900.00** 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.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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

INWITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the _____ day of _____, 20____; and the SELLERS have executed this agreement as of the 26th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Joanne Calkins, Trustee
Joanne Calkins, Trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0316

CALKINS

APN 026-255-07

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

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Joanne Calkins, Trustee, by that deed filed August 20, 1999 in Document 1999-0056234 of Official Records of Santa Cruz County, and more particularly described as follows:

Beginning at a point on the easterly boundary of said land of Calkins, on the northerly line of Brommer Street, from which the southeasterly corner of said land as described in said deed bears South 13° 45' West 25.00 feet; thence along said northerly line North 75° 43' West 25.64 feet; thence leaving said northerly line North 76° 47' 59" East 5.43 feet; thence South 75° 43' East 20.80 feet to a point on the easterly boundary of said land of Calkins; thence along said easterly boundary South 13° 45' West 2.50 feet to the point of beginning.

Containing 58 square feet, more or less.

Norman Poitevin
Kathleen Poitevin
(SELLERS)

Property No.: 23
APN: 026-257-08
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

0317

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and NORMAN E. POITEVIN and KATHLEEN POITEVIN, as Trustees of the Poitevin Family Trust dated August 28,2000, 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 1505 El Dorado Avenue in the County of Santa Cruz (APN 026-257-08), 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 **\$3,050.00** for the property interest herein (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.
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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 18th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Norman E. Poitevin, Trustee
Norman E. Poitevin, Trustee
Kathleen Poitevin, Trustee
Kathleen Poitevin, Trustee

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0320

POITEVIN

APN 026-257-08

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 the land conveyed to Norman E. and Kathleen Poitevin, Trustees, by that deed filed September 27, 2000 in Document 2000-0046526 of Official Records of Santa **Cruz** County, and more particularly described as follows:

Beginning at a point on the westerly boundary of said land of Poitevin, on the northerly line of Brommer Street, from which the southwesterly corner of said land as described in said deed bears South 13° 45' West 25.00 feet; thence along said northerly line South 75° 43' East 30.88 feet; thence leaving said northerly line North 48" 13' 59" West 5.66 feet; thence North 71" 45' 05" West 25.96 feet to a point on the westerly boundary of said land of Poitevin; thence along said westerly boundary South 13" 45' West 4.41 feet to the point of beginning.

Containing 97 square feet, more or less.

George Pentz
(SELLERS)

Property No.: 26 & 27
APN: 026-291-47 & 33
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and GEORGE PENTZ, 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 960 7TH Avenue in the County of Santa Cruz (APN 026-291-47 & 33), 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 **\$ 2,650.00** 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**.

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 January 15,2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31,2003, whichever occurs first.

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 _____, 20__; and the SELLERS have executed this agreement as of the 27th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

George Pentz
George Pentz

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0324

MYLAR

APN 026-291-33

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

Being easements for sidewalk, utility, and sign purposes over a portion of the land conveyed to Michael L. Mylar and Beth E. Duron, Trustees, by that deed recorded June 3, 1999 in Document 1999-0038709 of Official Records of Santa Cruz County, and more particularly described as follows:

PARCEL A

Being a strip of land 0.50 feet wide, the northerly boundary of which is described as follows:

Beginning at a point on the westerly boundary of said land of Mylar as described in said deed, on the southerly line of Brommer Street, from which point the northwesterly corner of said land bears North 23" **34'** East 25.00 feet; thence along said southerly line of Brommer Street South 65" 30' East 25.00 feet.

Containing **13** square feet, more or less.

PARCEL B

Being a strip of land 0.50 feet wide, the northerly boundary of which is described as follows:

Beginning at a point on the easterly boundary of said land of Mylar as described in said deed, on the southerly line of Brommer Street, from which point the northeasterly corner of said land bears North 23" 33' East 25.00 feet; thence along said southerly line of Brommer Street North 65° 30' West 7.00 feet.

Containing 4 square feet, more or less.

EXHIBIT "A"**MYLAR****APN 026-291-47**

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

Being easements for sidewalk, utility, and sign purposes over a portion of the land conveyed to Elizabeth Madson by that deed recorded December 7, 1945 in Volume **527** of Official Records of Santa Cruz County at Page 383, and more particularly described as follows:

PARCEL A

Beginning at the intersection of the easterly line of Seventh Avenue with the southerly line of Brommer Street, from which point the northwesterly corner of said land of Madson as described in said deed bears North **25° 45'** East **25.01** feet and North **65" 30'** West **25.01** feet; thence along said southerly line of Brommer Street South **65" 30'** East **3.62** feet; thence leaving said southerly line South **8 1" 11' 49"** West **4.39** feet to a point on the easterly line of Seventh Avenue; thence along said easterly line North **25° 45'** East **2.41** feet to the point of beginning.

Containing 4 square feet, more or less.

PARCEL B

Being a strip of land 0.50 feet wide, the northerly boundary of which is described as follows:

Beginning at the northwesterly corner of the above described Parcel **A**; thence along the southerly line of Bromner Street South **65° 30'** East **84.24** feet. Excluding any portion which is included in Parcel A.

Containing 41 square feet, more or less.

Property No.: 30

0326

APN: 026-302-02

Jack C. Nicol
(SELLERS)

Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and JACK C. NICOL, as Surviving Trustee of the Nicol Family Revocable Trust dated January 24, 1996, 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 1111 Hope Way in the County of Santa Cruz (APN 026-302-02), 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 **\$900.00** 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.

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 January 15,2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31,2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 22nd day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Jack C Nicol TTEE
Jack C. Nicol, Trustee

~~Marjorie Nicol, Trustee~~

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0329

NICOL

APN 026-302-02

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

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Jack C. and Marjorie Nicol, Trustees, by that deed recorded February 28, 1996 in Volume 5805 of Official Records of Santa Cruz County at Page 303, and more particularly described as follows:

Being a strip of land 1.50 feet in width, the northerly line of which is described as follows:

Beginning at a point on the easterly boundary of said land of Nicol, from which the northeasterly corner of said land as described in said deed, on the centerline of Brommer Street, bears North 13° 45' East 25.75 feet; thence along the southerly line of Brommer Street West 27.00 feet.

Containing 40 square feet, more or less.

Robert H. Rodriguez
(SELLERS)

Property No.: 34
APN: 026-31 1-29
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

CONTRACT
COUNTY OF SANTA CRUZ

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and ROBERT H. RODRIGUEZ, 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 1210 Brommer Street in the County of Santa Cruz (APN 026-311-29), 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 **\$5,850.00** 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 201 River Street, Santa Cruz, CA 95060 (831-426-9090).

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 28th day of February, 2022.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Robert H. Rodriguez
Robert H. Rodriguez

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0333

RODRIGUEZ

APN 026-311-29

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

Being an easement for sidewalk, utility, retaining wall, and sign purposes over a portion of the land conveyed to Robert H. Rodriguez by that deed recorded November 9, 1990 in Volume 4756 of Official Records of Santa Cruz County at Page 493, and more particularly described as follows:

Beginning at a point on the easterly boundary of said land of Rodriguez, from which the northeasterly corner of said land as described in said deed, on the centerline of Brommer Street, bears North 13°45' East 25.00 feet; thence along the southerly line of Brommer Street North 75°43' West 72.6 feet to the easterly line of El Dorado Avenue; thence along said easterly line South 13°45' West 9.31 feet; thence leaving said easterly line along a curve to the right with a beginning tangent bearing of North 38°10'39" East and a radius of 14.00 feet through a central angle of 66°06'21" an arc distance of 16.15 feet; thence South 75°43' East 33.00 feet; thence South 41°48'18" East 4.61 feet; thence South 75°43' East 22.92 feet to a point on the easterly boundary of said land of Rodriguez; thence along said easterly boundary North 13°45' East 5.92 feet to the point of beginning,

Containing 165 square feet, more or less.

Jeffrey H. Legg
(SELLERS)

Property No.: 36
APN: 026-311-16
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and JEFFREY H. LEGG, 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 1234 Brommer Street in the County of Santa Cruz (APN 026-311-16), 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 **\$3,750.00** for the property interest herein (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 201 River Street, Santa Cruz, CA 95060 (831-426-9090).
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 January 15, 2002.

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, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from my 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 in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 19th day of February, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Jeffrey H. Yegg
Jeffrey H. Yegg

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"**LEGG****APN 026-311-16**

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 the land of T. A. Pfenning as shown on the Record of Survey map filed December 22, 1986 in Volume 76 of Maps at Page 25, Santa Cruz County Records, and more particularly described as follows:

Beginning at the northwesterly corner of said land of Pfenning as shown on said map, on the southerly line of Brommer Street; thence along said southerly line of Brommer Street South 75° 43' 00" East 25.91 feet; thence leaving said southerly line South 73° 34' 44" West 6.16 feet; thence North 75° 43' 00" West 20.58 feet to a point on the westerly boundary of said land of Pfenning; thence along said westerly boundary North 13° 45' 00" East 3.15 feet to the point of beginning.

Containing 73 square feet, more or less.

Larry J. Van Den Heuvel
Lora J. Van Den Heuvel
(SELLERS)

Property No.: 39 & 40
APN: 026-311-05 & 32
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and LARRY J. VAN DEN HEUVEL and LORA J. VAN DEN HEUVEL, 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 1358 & 1500 Brommer Street in the County of Santa Cruz (APN 026-311-05 & 32), 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 **\$21,200.00** 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 201 River Street, Santa Cruz, CA 95060 (831-426-9090).

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 25th day of March, 2022.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Larry J. Van Den Heuvel
Larry J. Van Den Heuvel
Lora J. Van Den Heuvel
Lora J. Van Den Heuvel

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0341

VANDENHEUVEL

APN 026-311-05

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 the land conveyed to Larry J. and Lora J. Van Den Heuvel by that deed recorded September 8, 2000 in Document Number 2000-0043734 of Official Records of Santa Cruz County, and more particularly described as follows:

Being a strip of land 4.25 feet in width, the northerly boundary of which is described as follows:

Beginning at a point on the westerly boundary of said land of Van Den Heuvel, from which the northwesterly corner of said land as described in said deed, on the centerline of Brommer Street, bears North 13°45' East 25.00 feet; thence along the southerly line of Brommer Street South 75°43' East 175 feet to a point on the easterly boundary of said land of Van Den Heuvel.

Containing 744 square feet, more or less.

EXHIBIT "A"

VAN DEN HEUVEL

0342

APN 026-311-32

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 the land conveyed to Larry J. and Lora J. Van Den Heuvel by that deed recorded June 11, 1999 in Document Number 1999-0040838 of Official Records of Santa Cruz County, and more particularly described as follows:

Being a strip of land 4.25 feet in width, the northerly boundary of which is described as follows:

Beginning at a point on the westerly boundary of said land of Van Den Heuvel, from which the northwesterly corner of said land as described in said deed, on the centerline of Brommer Street, bears North $13^{\circ} 45'$ East 25.00 feet; thence along the southerly line of Brommer Street South $75^{\circ} 45'$ East 98 feet to a point on the easterly boundary of said land of Van Den Heuvel.

Containing 417 square feet, more or less.

(B) The violation of any statute, ordinance, order, rule, regulation, permit, ⁰³⁴⁴judgement, 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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 19th day of March, 2002.

RECOMMENDED FOR APPROVAL

By: Scott
SCOTT LOICHINGER
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Peter Truman
Peter Truman

Kimberly Truman
Kimberly Truman

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

EXHIBIT "A"

0346

TRUMAN

APN 026-311-31

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 the land conveyed to Peter and Kimberly Truman by that deed recorded May 4, 2001 in Document Number 2001-0025873 of Official Records of Santa Cruz County, and more particularly described as follows:

Being a strip of land 4.25 feet in width, the northerly boundary of which is described as follows:

Beginning at a point on the westerly boundary of said land of Truman, from which the northwesterly corner of said land as described in said deed, on the centerline of Brommer Street, bears North 13° 45' East 25.00 feet; thence along the southerly line of Brommer Street South 75° 45' East 77 feet to a point on the easterly boundary of said land of Truman.

Containing 327 square feet, more or less.

Property No.: 42
 Angelo Canepa
 Lucille Canepa
 (SELLERS)

APN: 026-311-22
Project: BROMMER STREET ROAD
 IMPROVEMENT PROJECT - PHASE I

**CONTRACT
 COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and ANGELO J. CANEPA; LUCILLE M. CANEPA, 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 1600 Brommer Street in the County of Santa Cruz (APN 026-311-22), 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 **\$14,000.00** 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 201 River Street, Santa Cruz, CA 95060 (831-426-9090).

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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 _____, 20____; and the SELLERS have executed this agreement as of the 28th day of February, 2002

RECOMMENDED FOR APPROVAL

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

Angelo J. Canepa
Angelo J. Canepa

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Lucille M. Canepa
Lucille M. Canepa

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

EXHIBIT "A"

0350

CANEPA

APN 026-311-22

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

Being **an** easement for sidewalk, utility, bus shelter, and sign purposes over a portion of the land of Angelo J. and Lucille M. Canepa as described in the Modification of Indenture recorded May 8, 1974 in Volume 2408 of Official Records of Santa Cruz County at Page 312, and more particularly described **as** follows:

Beginning at a point on the westerly boundary of said land of Canepa, from which the northwesterly corner of said land as described in said deed, on the centerline of Brommer Street, bears North 13° 45' East 25.00 feet; thence along the southerly line of Brommer Street South 75° 43' East 165.00 feet to the easterly boundary of said land of Canepa; thence along said easterly boundary South 13° 45' West 4.25 feet; thence leaving said easterly boundary North 75° 43' West 21.88 feet; thence South 14° 17' West 6.25 feet; thence North 75° 43' West 14.00 feet; thence North 14° 17' East 6.25 feet; thence North 75° 43' West 129.12 feet to a point on the westerly boundary of said land of Canepa; thence along said westerly boundary North 13° 45' East 4.25 feet to the point of beginning.

Containing 789 square feet, more or less.

Property No.: 43
APN: 026-311-33
Project: BROMMER STREET ROAD
IMPROVEMENT PROJECT - PHASE I

Green Valley Corporation
(SELLERS)

**CONTRACT
COUNTY OF SANTA CRUZ**

This contract is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and GREEN VALLEY CORPORATION, a California Corporation, 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 1155 17TH Avenue in the County of Santa Cruz (APN 026-311-33), 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:

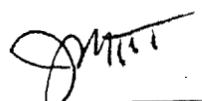
(A) Pay the undersigned SELLERS the sum of **\$ 3,000.00** for the property interest therein (including all improvements existing thereon unless removal is specifically authorized hereinafter in this Contract) as conveyed by said Deed(s) within thirty (30) days after date title to said property interest 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.

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 January 15, 2002.

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, 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.

8. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land in the vicinity of the land described in the attached Exhibit "A", as necessary for construction purposes, but that this temporary right-of-entry will be left in a clean and orderly condition. Any existing improvements located within this right-of-entry 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 right-of-entry will terminate at the completion of the project or on December 31, 2003, whichever occurs first.

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

INWITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the 21 day of March, 2002; and the SELLERS have executed this agreement as of the 21 day of March, 2002.

RECOMMENDED FOR APPROVAL

Green Valley Corporation:

By: Scott Loichinger
SCOTT LOICHINGER
Chief, Real Property Division

[Signature]
by:

APPROVED AS TO FORM:

By: Pamela Fyfe
PAMELA FYFE
Assistant County Counsel

Jesse L. Nickell III

Vice President

COUNTY

By: _____
THOMAS L. BOLICH
Director of Public Works

(SELLERS)

[Signature]

EXHIBIT "A"

0354

GREEN VALLEY CORPORATION

APN 026-311-33

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 the land conveyed to the Green Valley Corporation by that deed recorded May 17, 2001 in Document Number 2001-0028984 of Official Records of Santa Cruz County, and more particularly described as follows:

Beginning at a point on the southerly line of Brommer Street, from which the extended intersection of said southerly line of Brommer Street with the extended westerly line of Seventeenth Avenue as shown on the Record of Survey Map filed January 19, 1954 in Volume 32 of Maps at Page 25, Santa Cruz County Records, bears South 75° 35' 40" East 34.88 feet; thence along said southerly line of Brommer Street North 75° 35' 40" West 150.12 feet to the westerly boundary of said land of the Green Valley Corporation; thence along said westerly boundary South 13° 54' 20" West 4.16 feet; thence leaving said westerly boundary South 71° 50' 53" East 72.86 feet; thence South 76° 36' 14" East 69.96 feet; thence North 72° 45' 08" East 8.74 feet; thence North 14° 24' 20" East 3.10 feet to the point of beginning.

Containing 1096 square feet, more or less.