



**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: MAY 21, 2002**

May 9, 2002

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

**SUBJECT: BROMMER STREET IMPROVEMENTS, 7<sup>TH</sup> AVENUE TO 17<sup>TH</sup> 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 7<sup>th</sup> and 17<sup>th</sup> Avenues and for the acquisition of the required property rights.

The attached eleven contracts and three right-of-entry agreements provide for the acquisition of the necessary rights-of-entry and permanent easements along the Brommer Street frontages for thirteen 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.

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.

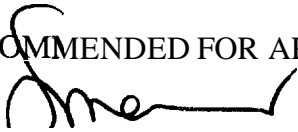
Yours truly,



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  
RESOLUTION NO. \_\_\_\_\_

0355

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

RESOLUTION FOR RIGHT-OF-WAY ACQUISITION  
BROMMER STREET IMPROVEMENTS - 7<sup>TH</sup> AVENUE TO 17<sup>TH</sup> 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 eleven contracts and three right-of-entry agreements attached hereto and hereinafter referred to; and

WHEREAS, the owners of said real property interests have delivered deeds 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>
026-241-10	Joseph Grasso	\$ 3,450.00
026-255-12	Petar H. Ilic	\$ 4,750.00
	Margaret R. Ilic	
026-255-08	Robert J. Fouche	\$ 1,750.00
026-255-13	Kelly S. Wachs	\$ 5,500.00
026-256-25	Donna Waugh-Johnson	\$ 3,100.00
026-257-09	Cabrillo Region of the Antique Automobile Club of America, Inc.	\$ 5,000.00
026-257-11	Manuel C. Cabral	\$ 3,000.00
	Margaret F. Cabral	
026-661-01	Sorrento Oaks Homeowners Association, Inc.	\$ 2,800.00
026-302-31 & 33	Jimmie D. Lindsay	\$ 4,500.00
	Sandra E. Lindsay	
026-302-36	Steven J. Johnson	\$ 6,750.00
026-311-27	Richard A. Heredia, Marjorie E. Heredia, Rudolph Heredia, Dolores Marie Heredia Daniel Ordaz, Kayneta Ordaz,	\$ 4,550.00

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:

026-255-15	Brett Ladd Lori Ladd	\$ 200.00
026-301-23	Brent Edwards Gretchen Edwards	\$ 200.00
026-311-62	Jayne Yeh Jennifer Yeh	\$ 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 contracts and agreements payable to the above listed Grantors (except for Heredia, et al, Escrow Number 09480602 claims which shall be payable to Santa Cruz Title Company, as escrow agent for this one transaction), in the amounts indicated above, out of the County Redevelopment funds, charged against Index No. 61 1212, 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

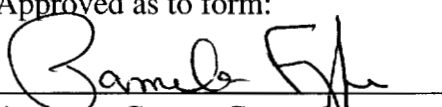
BE IT FURTHER ORDERED that said Chief, Real Property Division, deliver said warrant(s) into escrow at Santa Cruz Title Company for disbursement or disburse directly to the above listed grantors.

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

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

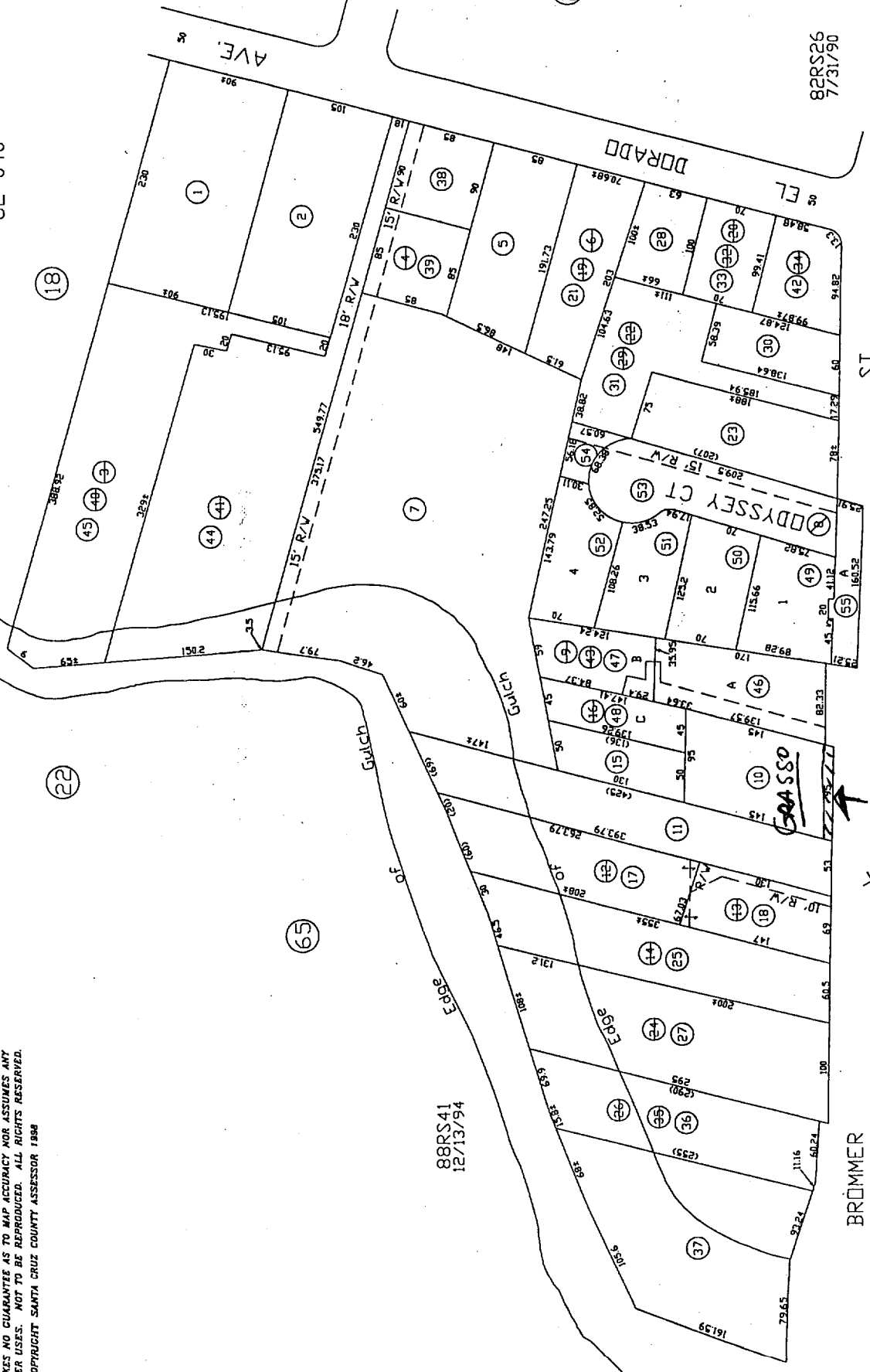
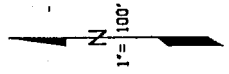
FOR TAX PURPOSES ONLY

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

Tax Area Code 26-24  
82-040

88RS41  
12/13/94

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



1:24/98 r/w  
Rev 6/15/00 CB (56RM35-1-49 to 55)  
Rev 5/17/00 r/w (CB page ref.)  
Rev 3/29/01 r/w (changed page refs.)

59

30  
56PM35  
4/13/00  
Note - Assessor's Parcel & Block  
Numbers Shown in Circles.

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

0357

82RS26  
7/31/90

26-25

Tax Area Code  
82-040

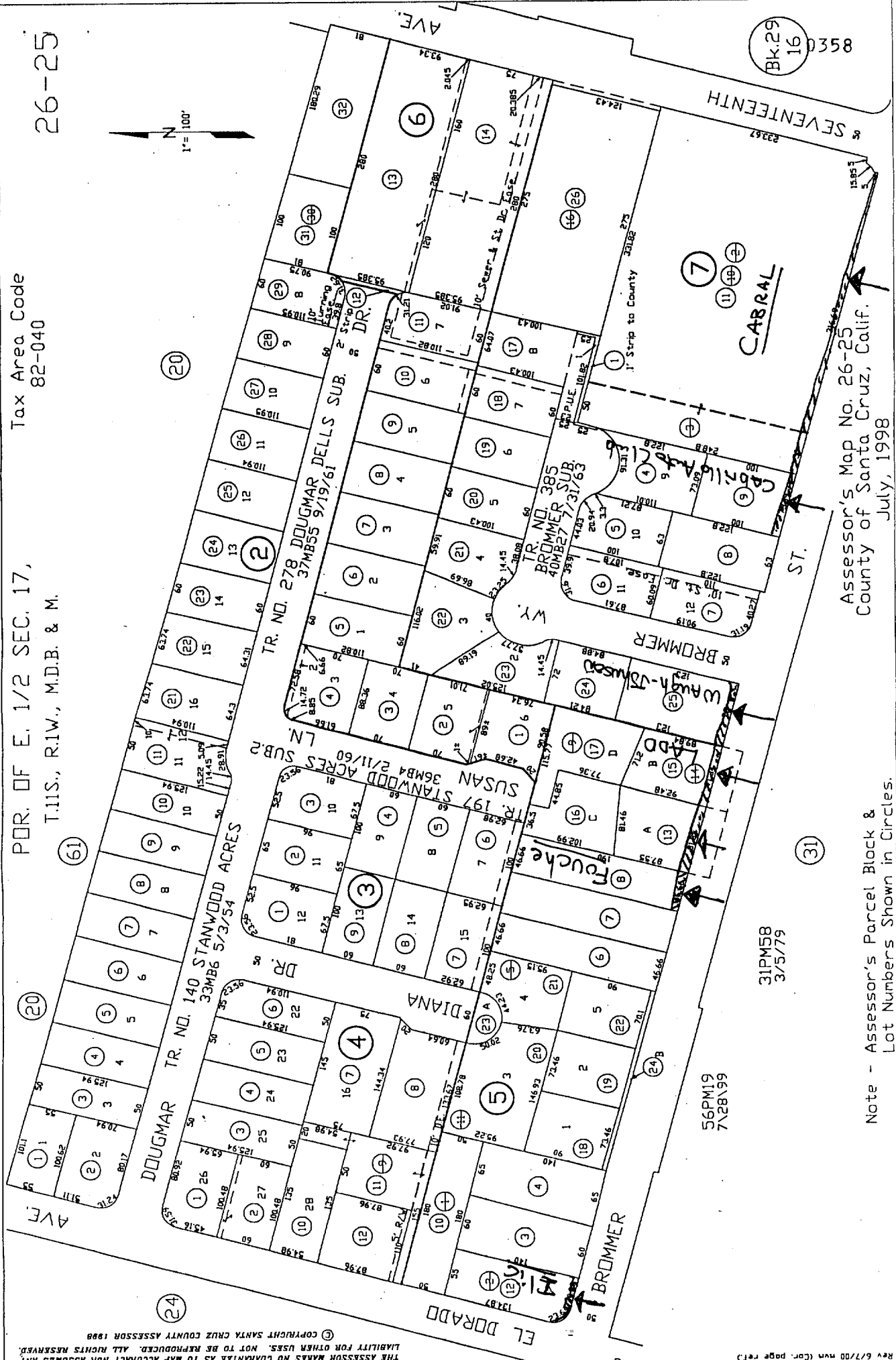
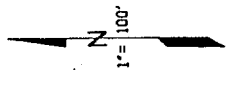
POR. OF E. 1/2 SEC. 17,  
T.11S., R.1W., M.D.B. & M.

DOUGMAR TR. NO. 140 STANWOOD ACRES  
33MB6 5/3/54

AVENUE

EL DORADO

THE ASSessor MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1988



Bk.29  
16  
85300358

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

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

56PM19  
7/28/99

31PM58  
3/5/79

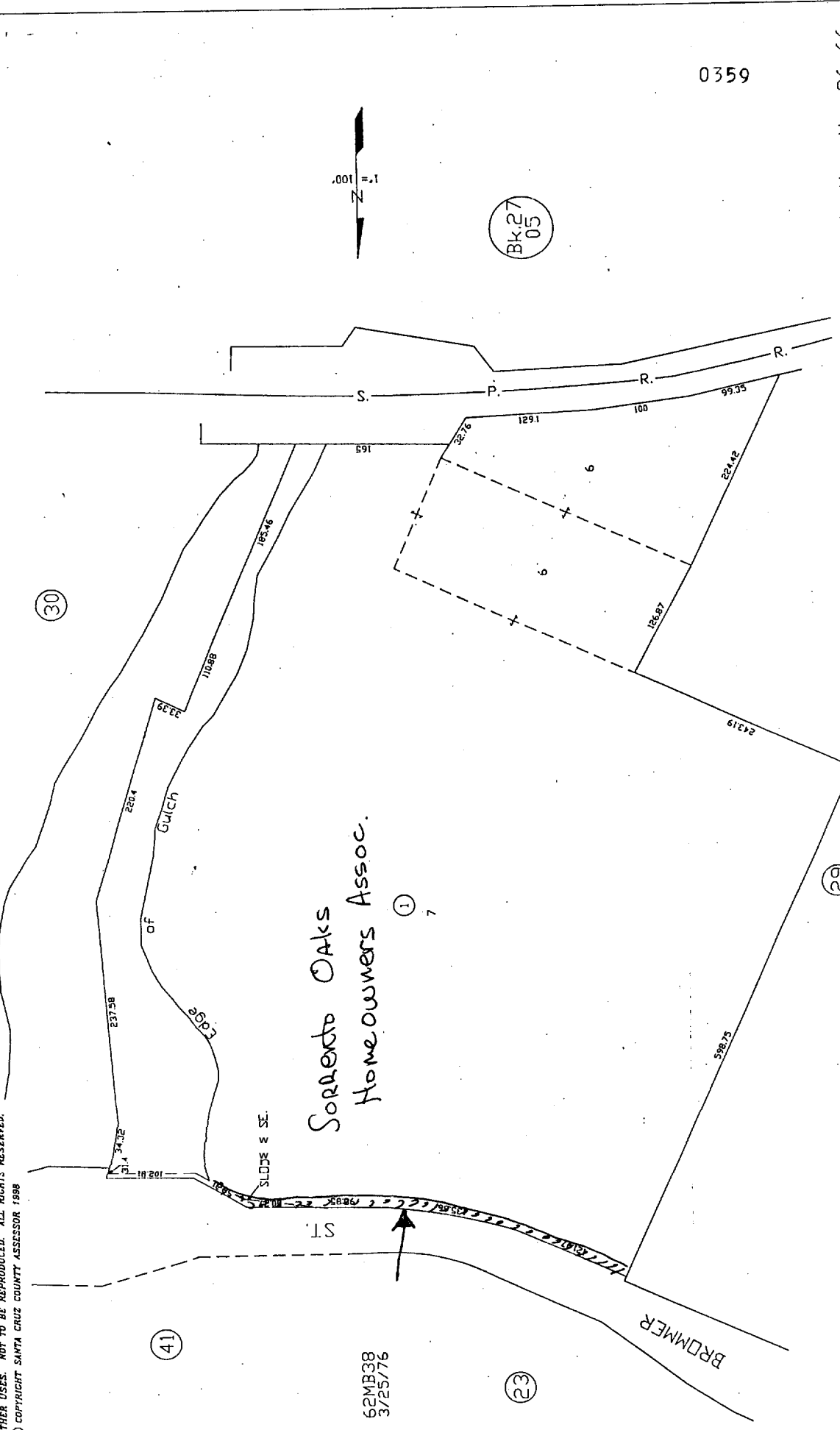
26-66

0359

Tax Area Code  
82-040

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

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



Sorrento Oaks  
Homeowners Assoc.

62MB38  
3/25/76

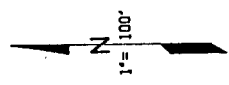
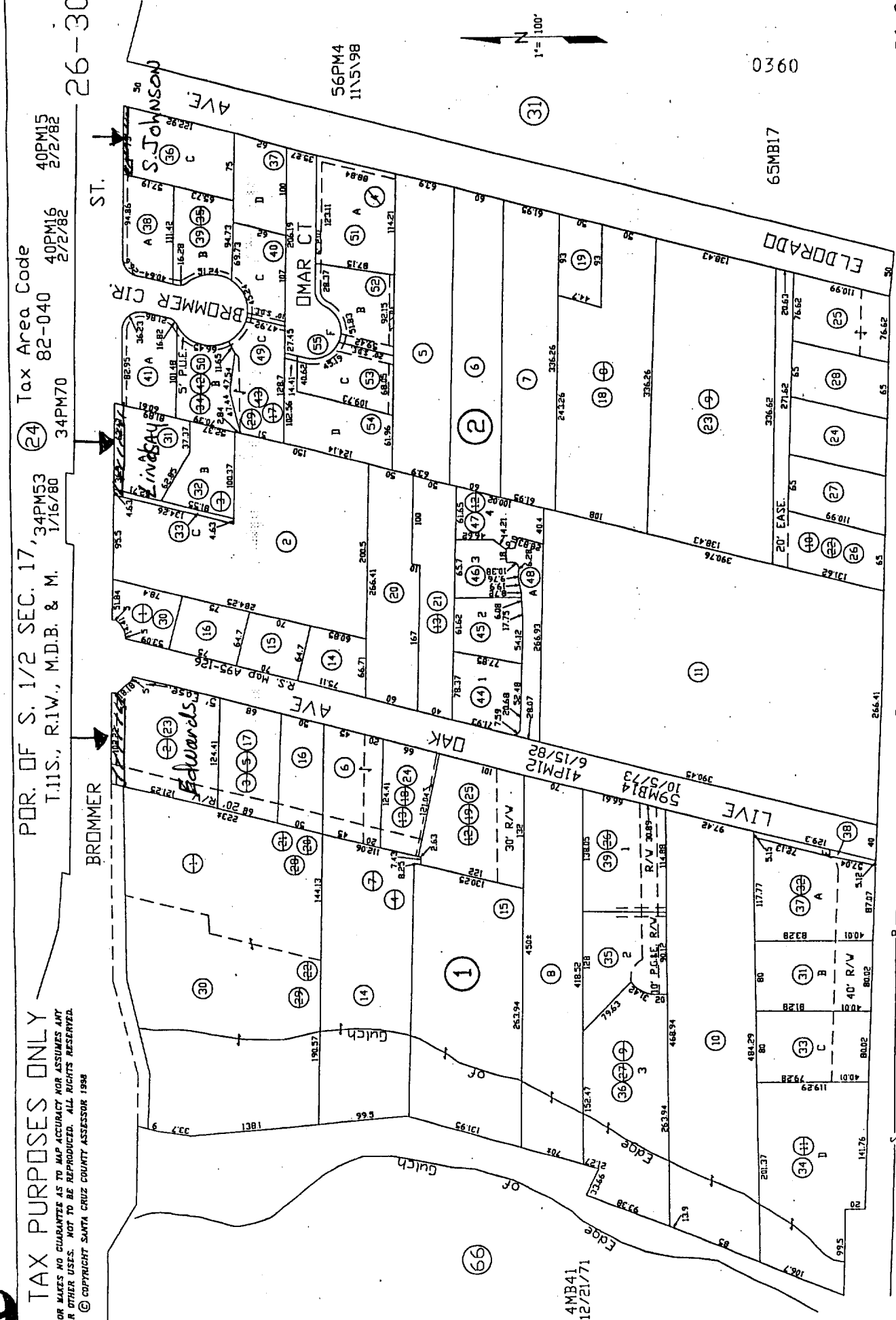
Note - Assessor's Parcel Block &  
Lot Numbers Shown in Circles.

Assessor's Map No. 26-66  
County of Santa Cruz, Calif.  
July, 1998

59

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

POR. OF S. 1/2 SEC. 17, 34PM53  
T.11S., R.1W., M.D.B. & M.  
1/16/80  
Tax Area Code 82-040  
40PM15 2/2/82  
40PM16 2/2/82  
34PM70  
26-30



0360

65MB17

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

Note - Assessor's Parcel Block &

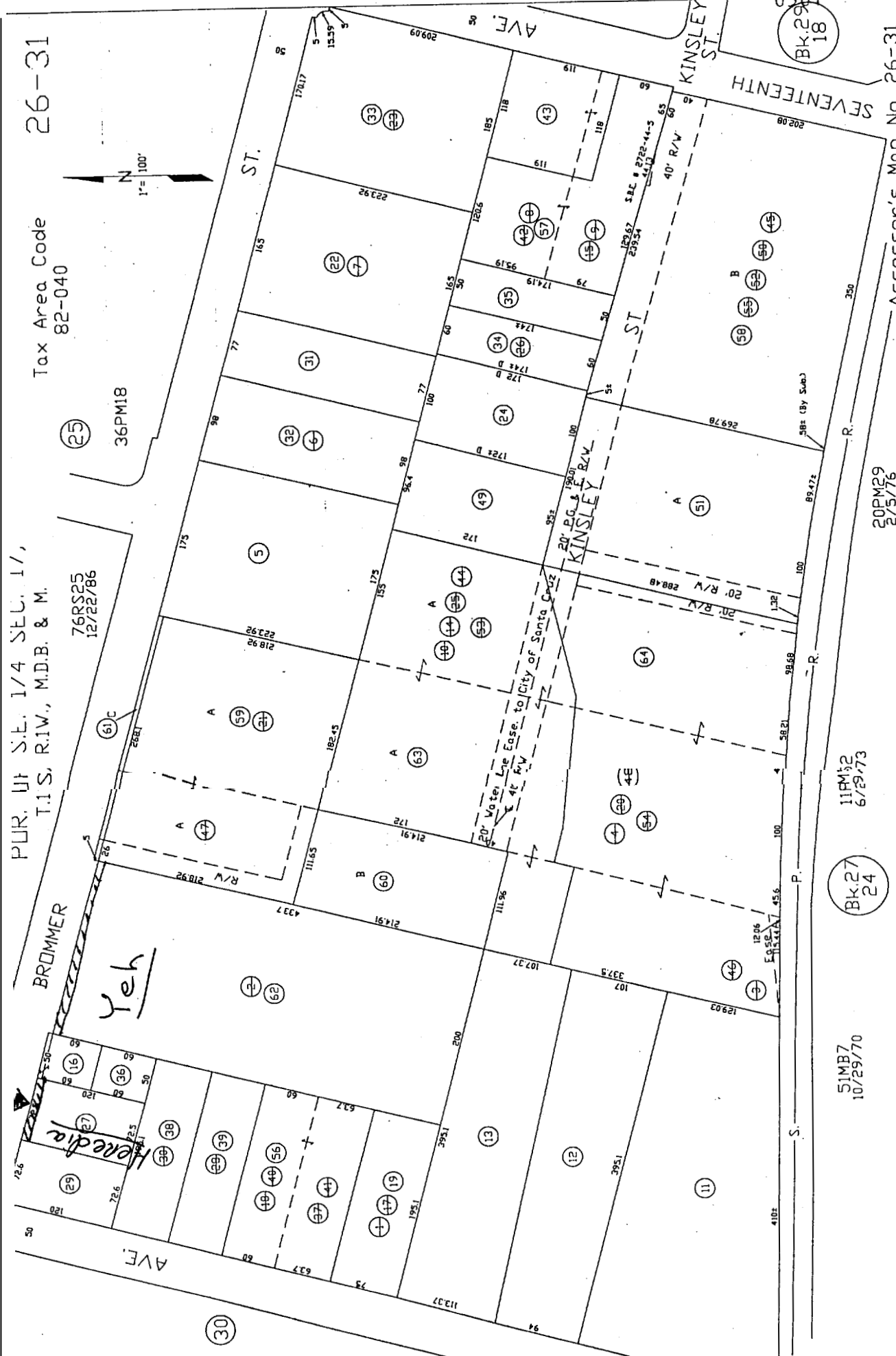
Bk.27  
34

22PM32

(26-300-1)

1/11/99 CB (56PM4, 2-51 to 56)  
12/27/99 CB (Res# 473-99 except, 2-56 to 81)  
6/7/00 nwn (Corr. page ref.)





PUR. OF S.E. 1/4 SEC. 17,  
 T.1S, R.1W., M.D.B. & M.  
 76RS25  
 12/22/86

Tax Area Code  
 82-040

26-31

36PM18

BROMMER

Yeh

Heredia

EL DORADO

51MB7  
 10/29/70

11PM52  
 6/29/73

20PM29  
 2/5/76

Bk.27  
 18

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

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

**Property No.:** 10  
**APN:** 026-241-10  
**Project:** BROMMER STREET ROAD  
IMPROVEMENT PROJECT - PHASE I

Joseph Grasso  
(SELLERS)

CONTRACT  
COUNTY OF SANTA CRUZ

This contract is entered into this 19 day of April, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JOSEPH GRASSO, 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 1031 Brommer Street in the County of Santa Cruz (APN 026-241-10), 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 **\$3,450.00** 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 19 day of 8%&AC, 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

Joseph Grasso  
Joseph Grasso  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

**EXHIBIT "A"****GRASSO****APN 026-241-10**

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 Joseph P. and Lorrene Grasso by that deed filed September 10, 1954 in Volume 982 of Official Records of Santa Cruz County at Page 157, 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 Grasso, on the northerly line of Brommer Street; thence along said northerly line East 84.00 feet.

Containing **84** square feet, more or less.

Petar H. Ilic  
Margaret R. Ilic  
(SELLERS)

**Property No.:** 14  
**APN:** 026-255-12  
**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 PETAR H. ILIC and MARGARET R. ILIC, 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 1212 El Dorado Avenue in the County of Santa Cruz (APN 026-255-12), 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 **\$ 4,750.00** 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 30<sup>th</sup> day of April, 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

P. H. Ilic  
Petar H. Ilic  
M. R. Ilic  
Margaret R. Ilic  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)



**EXHIBIT "A"****ILIC****APN 026-255-12**

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 the land conveyed to Petar H. and Margaret R. Ilic by that deed filed July 16, 1984 in Volume 3734 of Official Records of Santa Cruz County at Page 319, and more particularly described as follows:

Beginning at a point on the easterly boundary of said land of Ilic, 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 21.44 feet; thence leaving said northerly line South 81° 21' 58" East 21.53 feet to a point on the easterly boundary of said land of Ilic; thence along said easterly boundary South 13° 45' West 2.12 feet to the point of beginning.

Containing 23 square feet, more or less.

**PARCEL B**

Being an easement for sidewalk, bus stop, retaining wall, and sign purposes over a portion of the land conveyed to Petar H. and Margaret R. Ilic by that deed filed July 16, 1984 in Volume 3734 of Official Records of Santa Cruz County at Page 319, and more particularly described as follows:

Beginning at a point on the easterly boundary of said land of Ilic, 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 24.02 feet to the true point of beginning; thence from said true point of beginning along said northerly line of Brommer Street North 75° 43' West 15.00 feet; thence leaving said northerly line North 14° 17' East 3.00 feet; thence South 75° 43' East 15.00 feet; thence South 14° 17' West 3.00 feet to the true point of beginning.

Containing 45 square feet, more or less.

**Property No.:** 19  
**APN:** 026-255-08  
**Project:** BROMMER STREET ROAD  
 IMPROVEMENT PROJECT - PHASE I

Robert J. Fouche  
 (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 ROBERT J. FOUCHE, 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 1345 Brommer Street in the County of Santa Cruz (APN 026-255-OS), 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 **\$1,750.00** 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 J. Fouche  
Robert J. Fouche

\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

0373

## FOUCHE

APN 026-255-08

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 Robert J. Fouche by that deed filed May 2, 1979 in Volume 3051 of Official Records of Santa Cruz County at Page 347, and more particularly described as follows:

### PARCEL A

Beginning at a point on the westerly boundary of said land of Fouche, 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 2.88 feet; thence leaving said northerly line North 48° 13' 59" West 3.27 feet to a point on the westerly boundary of said land of Fouche; thence along said westerly boundary South 13° 45' West 1.51 feet to the point of beginning.

Containing 2 square feet, more or less.

### PARCEL B

Beginning at a point on the easterly boundary of said land of Fouche, 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 25.25 feet; thence leaving said northerly line North 76° 47' 59" East 5.75 feet; thence South 75° 43' East 15.06 feet; thence South 48° 13' 59" East 5.75 feet to the point of beginning.

Containing 53 square feet, more or less.

Kelly S. Wachs  
(SELLERS)

**Property No.:** 20  
**APN:** 026-255-13  
**Project:** BROMMER STREET ROAD  
IMPROVEMENT PROJECT - PHASE I

**CONTRACT  
COUNTY OF SANTA CRUZ**

This contract is entered into this 3 day of MAY, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called **COUNTY**, and KELLY S. WACHS, 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 1355 Brommer Street in the County of Santa Cruz (APN 026-255-13), 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 \$ 5,500.00 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 COUNTY agrees to indemnify and hold SELLERS harmless from any claims, actions, causes of action, costs, damages, or losses caused or contributed to by the improvements to be built pursuant to the Brommer Street Improvement Project Plans.

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

IN WITNESS WHEREOF, the COUNTY has caused this contract to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and the SELLERS have executed this agreement as of the 3 day of MAY, 2002

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTTLÖICHINGER  
Chief, Real Property Division

APPROVED AS TO FORM:

By: Pamela Fyfe  
PAMELA FYFE  
Assistant County Counsel

Kelly S. Wachs  
Kelly S. Wachs

\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)



# EXHIBIT "A"

0377

WACHS

APN 026-255-13

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 Parcel A as shown on the map filed March 5, 1979 in Volume 31 of Parcel Maps at Page 58, Santa Cruz County Records, and more particularly described as follows:

Beginning at a point on the westerly boundary of said Parcel A, on the northerly line of Brommer Street, from which the southwesterly corner of said land as shown on said map bears South 13"49' West 25.00 feet; thence along said northerly line South 75"43' East 6.72 feet to the true point of beginning; thence from said true point of beginning along said northerly line South 75"43' East 29.27 feet; thence leaving said northerly line North 48" 13' 59" West 5.75 feet; thence North 75° 43' West 19.08 feet; thence South 76" 47' 59" West 5.75 feet to the true point of beginning.

Containing 64 square feet, more or less.

**Property No.: 22****APN: 026-256-25****Project: BROMMER STREET ROAD  
IMPROVEMENT PROJECT - PHASE I**Donna Waugh-Johnson  
(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 DONNA WAUGH-JOHNSON, as Trustee under revocable Trust Agreement dated January 24, 1992 between Donna Waugh-Johnson as Trustor and as Trustee, 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 1425 Brommer Street in the County of Santa Cruz (APN 026-256-25), 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 **\$3,100.00** 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 12<sup>th</sup> day of April, 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

\_\_\_\_\_  
Donna Waugh-Johnson, Trustee

Donna Waugh-Johnson  
Trustee

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

0381

## WAUGH-JOHNSON

APN 026-256-25

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 Donna Waugh-Johnson, Trustee, by that deed filed January 30, 1992 in Volume 4966 of Official Records of Santa Cruz County at Page 644, and more particularly described as follows:

### PARCEL A

Beginning at a point on the westerly boundary of said land of Waugh-Johnson, on the northerly line of Brommer Street, from which the southwesterly corner of said land as described in said deed bears South 13° 42' West 25.00 feet; thence along said northerly line South 75" 43' East 3.78 feet to the true point of beginning; thence from said true point of beginning along said northerly line South 75° 43' East 34.21 feet; thence leaving said northerly line North 48" 13' 59" West 5.75 feet; thence North 75" 43' West 24.02 feet; thence South 76° 47' 59" West 5.75 feet to the point of beginning.

Containing 77 square feet, more or less.

### PARCEL B

Beginning at a point on the easterly boundary of said land of Waugh-Johnson, on the northerly line of Brommer Street, from which the southeasterly corner of said land as described in said deed bears South 13" 42' West 25.00 feet; thence along said northerly line North 75" 43' West 13.54 feet; thence leaving said northerly line along a curve to the left with a beginning tangent bearing of South 75" 43' East and a radius of 16.00 feet through a central angle of 57" 18' 20" an arc distance of 16.00 feet to a point on the easterly boundary of said land of Waugh-Johnson; thence along said easterly boundary South 13" 42' West 7.36 feet to the point of beginning.

Containing 30 square feet, more or less.

Cabrillo Region Antique  
Automobile Club of America, Inc  
(SELLERS)

**Property No.:** 24  
**APN:** 026-257-09  
**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 CABRILLO REGION OF THE ANTIQUE AUTOMOBILE CLUB OF AMERICA, INC., 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 1515 El Dorado Avenue in the County of Santa Cruz (APN 026-257-09), 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 **\$5,000.00** 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.

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 16<sup>th</sup> day of April, 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

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

CABRILLO REGION OF THE ANTIQUE  
AUTOMOBILE CLUB OF AMERICA, INC.,  
a California Corporation:

Robert Sohl  
Robert Sohl

Jack Passey, Jr.  
Jack Passey, Jr.

Gunar Berlings  
Gunar Berlings

Carl Klem  
Carl Klem

David Nieuwstad  
David Nieuwstad

(SELLERS)



# EXHIBIT "A"

0385

## CABRILLO REGION OF THE ANTIQUE AUTOMOBILE CLUB OF AMERICA, INC.

APN 026-257-09

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 the Cabrillo Region of the Antique Automobile Club of America, Inc. by that deed filed May 6, 1998 in Document 1998-0024256 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 the Cabrillo Region of the Antique Automobile Club of America, Inc., 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 35.06 feet; thence leaving said northerly line North 76° 47' 59" East 6.82 feet; thence South 75° 43' East 27.98 feet to a point on the easterly boundary of said land of the Cabrillo Region of the Antique Automobile Club of America, Inc.; thence along said easterly boundary South 13° 45' West 3.15 feet to the point of beginning.

Containing 98 square feet, more or less.

Manuel Cabral  
Margaret Cabral  
(SELLERS)

Property No.: 25                      0386  
APN: 026-257-11  
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 MANUEL C. CABRAL and MARGARET F. CABRAL, 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 17<sup>TH</sup> Avenue in the County of Santa Cruz (APN 026-257-11), 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 **\$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. 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 9<sup>th</sup> day of April, 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

Manuel Cabral  
Manuel C. Cabral

Margaret Cabral  
Margaret F. Cabral

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

**EXHIBIT "A"****CABRAL****APN 026-257-11**

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 Parcel One and Parcel Two of the land conveyed to Manuel C. and Margaret F. Cabral by that deed filed May 26, 1995 in Volume 5677 of Official Records of Santa Cruz County at Page 822, and more particularly described as follows:

**PARCEL A**

Beginning at a point on the westerly boundary of said Parcel Two, 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 6.01 feet; thence leaving said northerly line North 48° 13' 59" West 6.81 feet to a point on the westerly boundary of said Parcel Two; thence along said westerly boundary South 13° 45' West 3.14 feet to the point of beginning.

Containing 9 square feet, more or less.

**PARCEL B**

Beginning at a point on the westerly boundary of said Parcel Two, 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 26.20 feet to the true point of beginning; thence from said true point of beginning along said northerly line South 75° 43' East 30.37 feet to a point located within said Parcel One; thence leaving said northerly line North 48" 13' 59" West 6.99 feet; thence North 75"43' West 17.97 feet; thence South 76"47' 59" West 6.99 feet to the true point of beginning.

Containing 78 square feet, more or less.

**EXHIBIT "A"****PARCEL C**

Being **an** easement for sidewalk, bus bench, retaining wall, and sign purposes over a portion of Parcel One of the land conveyed to Manuel C. and Margaret F. Cabral by that deed filed May 26, 1995 in Volume 5677 of Official Records of Santa Cruz County at Page 822, and more particularly described as follows:

Beginning at a point on the westerly boundary of said Parcel One, 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 69.48 feet to the true point of beginning; thence from said true point of beginning continuing along said northerly line of Brommer Street South 75" 43' East 13.60 feet; thence leaving said northerly line North 14° 17' East 1.50 feet; thence North 75" 43' West 13.60 feet; thence South 14" 17' West 1.50 feet to the true point of beginning.

Containing 20 square feet, more or less

Sorrento Oaks  
Homeowners Association, Inc.  
(SELLERS)

**Property No.:** 28  
**APN:** 026-661-01  
**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 SORRENTO OAKS HOMEOWNERS ASSOCIATION, INC., 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 800 Brommer Street in the County of Santa Cruz (APN 026-661-01), more particularly described in Exhibit "A", attached hereto and made a part hereof and a W-9 Form, Request for Taxpayer Identification Number and Certification. Said documents shall be delivered to Scott Loichinger, Chief, Real Property Division of the COUNTY, State of California.
  
3. The COUNTY shall:
  - (A) Pay the undersigned SELLERS the sum of **\$2,800.00** 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 April, 2002.

RECOMMENDED FOR APPROVAL

By: Scott Loichinger  
SCOTT LOICHINGER  
Chief, Real Property Division

Sorrento Oaks Homeowners Assoc., Inc.:

Jess Fernside  
President: Jess Fernside

APPROVED AS TO FORM:

By: Pamela Fyfe  
PAMELA FYFE  
Assistant County Counsel

\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

0394

## SORRENTO OAKS HOMEOWNERS ASSOCIATION

APN 026-661-01

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

Being a portion of the land of Maggiolo as shown on the record of survey map filed March 25, 1976 in Volume 62 of Maps at Page 38, Santa Cruz County Records, and more particularly described as follows:

### PARCEL A

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

Being a strip of land 3.00 feet in width, the northerly boundary of which is described as follows:

Beginning at the northwesterly corner of said land of Maggiolo as shown on said map, on the southerly line of Brommer Street; thence along said southerly line South 66° 03' 52" East 68.00 feet.

Containing 204 square feet, more or less.

### PARCEL B

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

Being a strip of land 2.50 feet in width, the northerly boundary of which is described as follows:

Beginning at the northwesterly corner of said land of Maggiolo as shown on said map, on the southerly line of Brommer Street; thence along said southerly line South 66° 03' 52" East 121.07 feet; thence along a tangent curve to the left with a radius of 325 feet through a central angle of 3° 51' 47" an arc distance of 21.91 feet to the true point of beginning; thence from said true point of beginning along a tangent curve to the left with a radius of 325 feet through a central angle of 13° 55' 41" an arc distance of 79.00 feet.

Containing 198 square feet, more or less.

# EXHIBIT "A"

0395

## PARCEL C

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

Beginning at the northeasterly corner of said land of Maggiolo as shown on said map, on the southerly line of Brommer Street; thence along said southerly line South 89° 57' 10" West 102.81 feet; thence North 58° 59' 20" West 43.70 feet to the true point of beginning; thence from said true point of beginning, continuing along the southerly line of Brommer Street, North 58° 59' 20" West 14.63 feet; thence North 84° 14' 30" West 50.27 feet; thence North 89° 57' 10" West 73.44 feet; thence leaving said southerly line of Brommer Street South 0° 02' 50" West 3.43 feet; thence South 89° 57' 10" East 28.36 feet; thence South 82° 11' 53" East 24.13 feet; thence South 89° 57' 10" East 49.60 feet; thence South 0° 02' 50" West 5.84 feet; thence South 89° 57' 10" East 34.14 feet to the true point of beginning.

Containing 743 square feet, more or less.

Jimmie D. Lindsay  
Sandra E. Lindsay  
(SELLERS)

**Property No.:** 31  
**APN:** 026-302-31 & 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 JIMMIE D. LINDSAY and SANDRA E. LINDSAY, 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 1060 Brommer Street in the County of Santa Cruz (APN 026-302-31 & 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 **\$4,500.00** 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 19<sup>th</sup> day of April, 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

Jimmie D. Lindsay  
Jimmie D. Lindsay  
Sandra E. Lindsay  
Sandra E. Lindsay

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

0399

LINDSAY

APN 026-302-31

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 Parcel A as shown on the map filed January 16, 1980 in Volume 34 of Parcel Maps at Page 53, Santa Cruz County Records, and more particularly described as follows:

Beginning at a point on the northerly boundary of said Parcel A, on the southerly line of Brommer Street, from which point the northeasterly corner of said Parcel A bears South 89° 54' 10" East 4.55 feet; thence along said northerly boundary North 89° 54' 10" West 41.84 feet; thence leaving said northerly boundary South 60° 33' 28" East 4.71 feet; thence South 89° 54' 10" East 33.63 feet; thence North 60° 45' 08" East 4.71 feet to the point of beginning.

Containing 87 square feet, more or less.

# EXHIBIT "A"

0400

LINDSAY

APN 026-302-33

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 Parcel C as shown on the map filed January 16, 1980 in Volume 34 of Parcel Maps at Page 53, Santa Cruz County Records, and more particularly described as follows:

Being a strip of land 1.00 foot wide, the northerly boundary of which is the northerly boundary of said Parcel C.

Containing 5 square feet, more or less.



Steven J. Johnson  
(SELLERS)

**Property No.:** 33  
**APN:** 026-302-36  
**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 J. JOHNSON, 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 1141 El Dorado Ave. in the County of Santa Cruz (APN 026-302-36), 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 **\$6,750.00** 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. 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.
5. On the day title of said property interests vests in the name of the COUNTY, the condition of the property described in Exhibit "A", including the existence or nonexistence of any improvements, shall be the same as the condition of said property on January 15, 2002.

6. SELLERS warrant that there are no oral or written leases on any portion of the real property described in Exhibit "A" exceeding a period of one month, and SELLERS further agree to hold harmless and reimburse the COUNTY for any and all losses or expenses resulting or arising from any lease on the property exceeding a period of one month.

7. It is understood and agreed that the COUNTY shall have the right to enter on SELLERS' land 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.

8. The COUNTY agrees to indemnify and hold SELLERS harmless from any claims, actions, causes of action, costs, damages, or losses caused or contributed to by the improvements to be built pursuant to the Brommer Street Improvement Project Plans, including but not limited to any mudslide or earth movement in the area of the retaining wall to be built. The COUNTY also warrants that the improvements to be built pursuant to the Plans will be maintained by the COUNTY.

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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 J. Johnson  
Steven J. Johnson  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

(SELLERS)

# EXHIBIT "A"

0403

**JOHNSON**

**APN 026-302-36**

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

Being an easement for sidewalk, utility, retaining wall, bus stop, and sign purposes over a portion of Parcel C as shown on the map filed February 6, 1980 in Volume 34 of Parcel Maps at Page 70, Santa **Cruz** County Records, and more particularly described as follows:

Beginning at the northwesterly corner of said Parcel C, on the southerly line of Brommer Street; thence along said southerly line South 89° 54' 10" East 6.37 feet to the true point of beginning; thence from said true point of beginning, continuing along said southerly line South 89° 54' 10" East 15.50 feet; thence leaving said southerly line South 0° 05' 50" West 3.50 feet; thence North 89° 54' 10" West 15.50 feet; thence North 0° 05' 50" East 3.50 feet to the true point of beginning.

Containing 54 square feet, more or less.

Richard Heredia  
Marjorie Heredia, et al  
(SELLERS)

**Property No.:** 35  
**APN:** 026-311-27  
**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 RICHARD A. HEREDIA and MARJORIE E. HEREDIA, Trustees of the Richard A. Heredia and Marjorie E. Heredia Living Trust dated July 26, 2001, as to an undivided 1/3 interest; DANIEL ORDAZ and KAYNETA ORDAZ, as to an undivided 1/3 interest; RUDOLPH HEREDIA and DOLORES MARE HEREDIA, as Trustees, or successor Trustee, of the Heredia Family Trust, as set forth in the declaration of Trust dated April 28, 1997, as to an undivided 1/3 interest, hereinafter called **SELLERS**. The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.
  
2. SELLERS agree to execute and deliver a document in the form of a Deed(s) covering a portion of the property located at 1220 Brommer Street in the County of Santa Cruz (APN 026-311-27), 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 **\$4,550.00** 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. 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,

(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 17<sup>th</sup> day of April, 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

COUNTY

By: \_\_\_\_\_  
THOMAS L. BOLICH  
Director of Public Works

Daniel Ordaz  
Daniel Ordaz

Kayneta Ordaz  
Kayneta Ordaz

Richard A. Heredia Trustee  
Richard A. Heredia, Trustee

Marjorie E. Heredia Trustee  
Marjorie E. Heredia, Trustee

Rudolph Heredia Trustee  
Rudolph Heredia, Trustee

Dolores Marie Heredia Trustee  
Dolores Marie Heredia, Trustee

(SELLERS)

**EXHIBIT "A"****HEREDIA****APN 026-311-27**

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 Parcel One of the land conveyed to Richard.A. and Marjorie E. Heredia, Trustees, by that deed recorded August 15, 2001 in Document Number 2001-0051102 of Official Records of Santa Cruz County, and more particularly described as follows:

**Parcel A**

Beginning at a point on the westerly boundary of said land of Heredia, 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 37.03 feet; thence leaving said southerly line South 73" 34 '44" West 6.16 feet; thence North 75" 43' West 31.70 feet to a point on the westerly boundary of said land of Heredia; thence along said westerly boundary North 13"45' East 3.15 feet to the point of beginning.

Containing 108 square feet, more or less.

**Parcel B**

Beginning at a point on the easterly boundary of said land of Heredia, 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 4.06 feet; thence leaving said southerly line South 45" 00'44" East 4.75 feet to a point on the easterly boundary of said land of Heredia; thence along said easterly boundary North 13"45' East 2.42 feet to the point of beginning.

Containing 5 square feet, more or less.

**RIGHT OF ENTRY**

3408

**Parcel No.: 21**  
**APN: 26-255-15**

**Date:** 4-9-2002  
**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:

*Atta Allen*  
Real Property Agent

*Brett Ladd*  
Brett Ladd  
*Lori Ladd*  
Lori Ladd  
**Grantor(s)**

ACCEPTED:

County of Santa Cruz

\_\_\_\_\_  
Director of Public Works

Property Address:

1365 Brommer Street  
Santa Cruz, CA 95062



APN 26-255-13  
WACHS

WACHS

(20)

s/w  
ret. wall

APN 26-255-15  
LADD

LADD

RE

(21)

APN 26-255-15  
WAUGH-JOI

STA 111+99.067 BC  
6.007m LT

STA 111+99.067 BC  
6.007m LT

STA 112+01.264 PRC  
5.347m LT

STA 112+03.281 EC  
4.807m LT

STA 112+05.161  
E 3.7m AC D/W

STA 112+12.633 BC  
4.807m LT

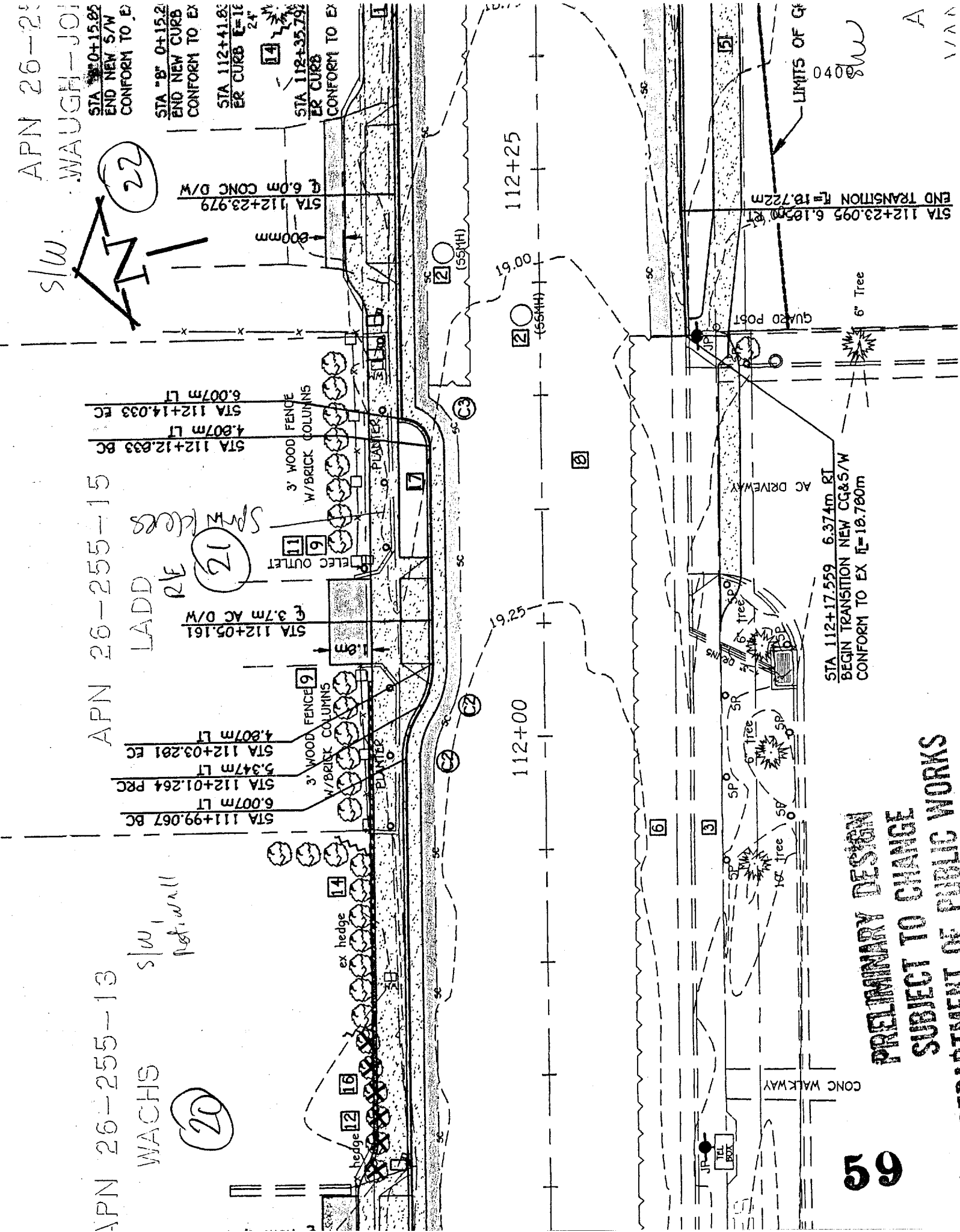
STA 112+14.033 EC  
6.007m LT

STA 112+23.979  
E 6.0m CONC D/W

STA "B" 0+15.2  
END NEW S/W  
CONFORM TO EX

STA 112+41.8  
ER CURB E=1E  
CONFORM TO EX

STA 112+35.792  
ER CURB  
CONFORM TO EX



**PRELIMINARY DESIGN  
SUBJECT TO CHANGE  
DEPARTMENT OF PUBLIC WORKS**

59

STA 112+17.559 6.374m RT  
BEGIN TRANSITION NEW CG&S/W  
CONFORM TO EX E=18.790m

STA 112+23.095 6.185m RT  
END TRANSITION E=18.722m

LIMITS OF GR  
040

A  
VAN

**RIGHT OF ENTRY**

**Parcel No. : 29**  
**APN: 26-301-23**

**Date:** 4/3/02  
**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:

*Cathy Smith*  
Real Property Agent

*Brent Edwards*  
Brent Edwards

*G. Edwards*  
Gretchen Edwards  
**Grantor(s)**

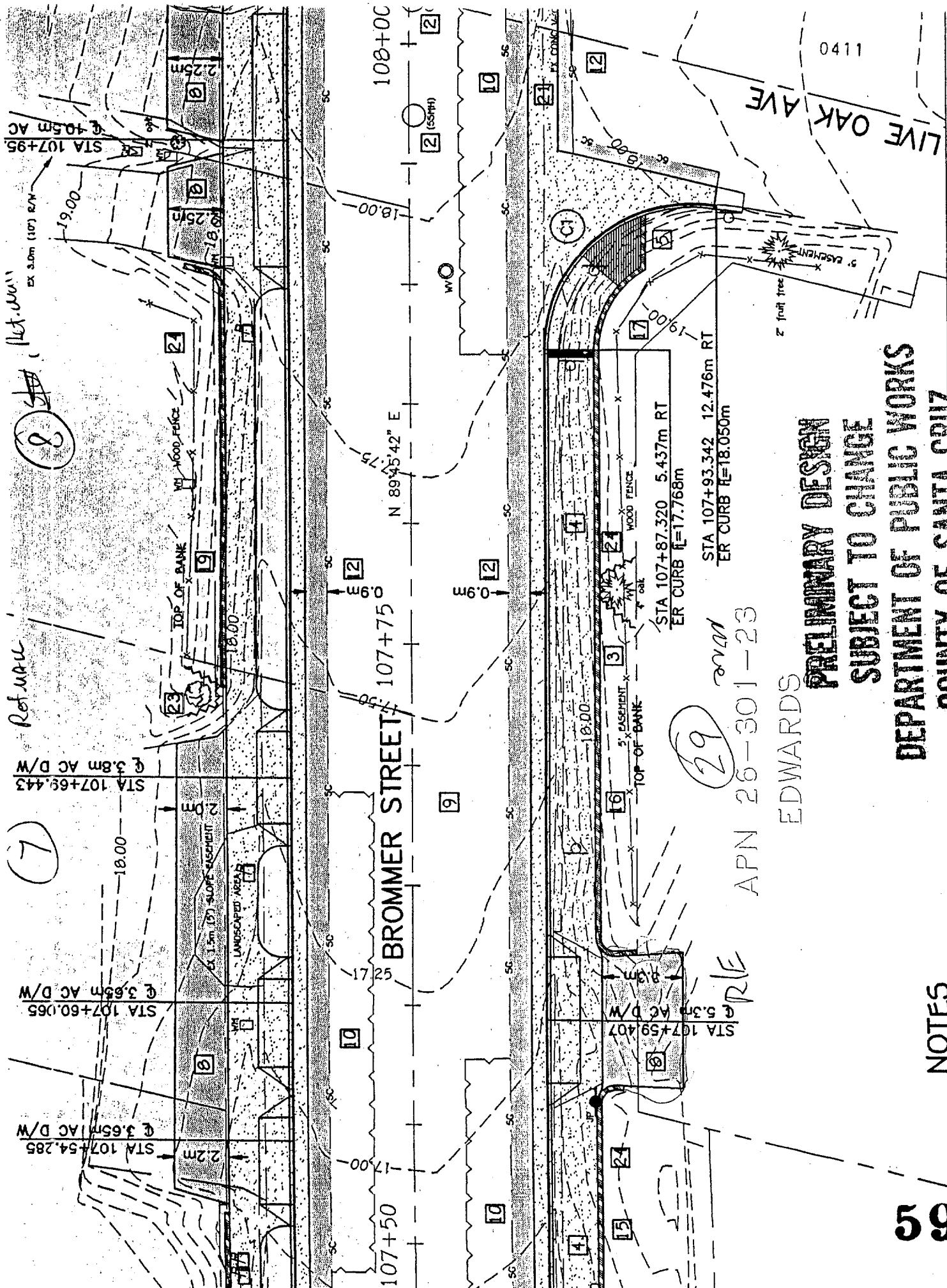
ACCEPTED:

County of Santa Cruz

\_\_\_\_\_  
Director of Public Works

Property Address:

1125 Brommer Street  
Santa Cruz, CA 95062



Ret. wall  
 (8)

(7)

(29)

RLE

EDWARDS

APN 26-301-23

EDWARDS

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

**NOTES**

- 1 INSTALL C&G 1.2m SIDEWALK
- 2 COUNT UTILITIES TO CORNER

10 GRIND AC PAVEMENT 1.0m WIDTH

**RIGHT OF ENTRY**

Parcel No.: 37  
APN: 26-311-62

Date: April 3, 2002  
Project: **BROMMER STREET IMPROVEMENT  
PROJECT - PHASE I**

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


Gentlemen:

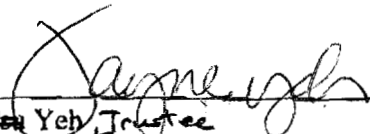
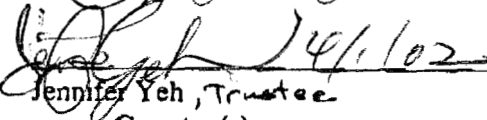
Permission is hereby granted to the County of Santa Cruz, its contractors and/or authorized agents, to enter and bring the necessary workmen, tools and equipment onto the property of the undersigned to construct the road improvements shown on the attached plan.

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 remove 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

  
Jayne Yeh, Trustee  
  
Jennifer Yeh, Trustee  
Grantor(s)

ACCEPTED:

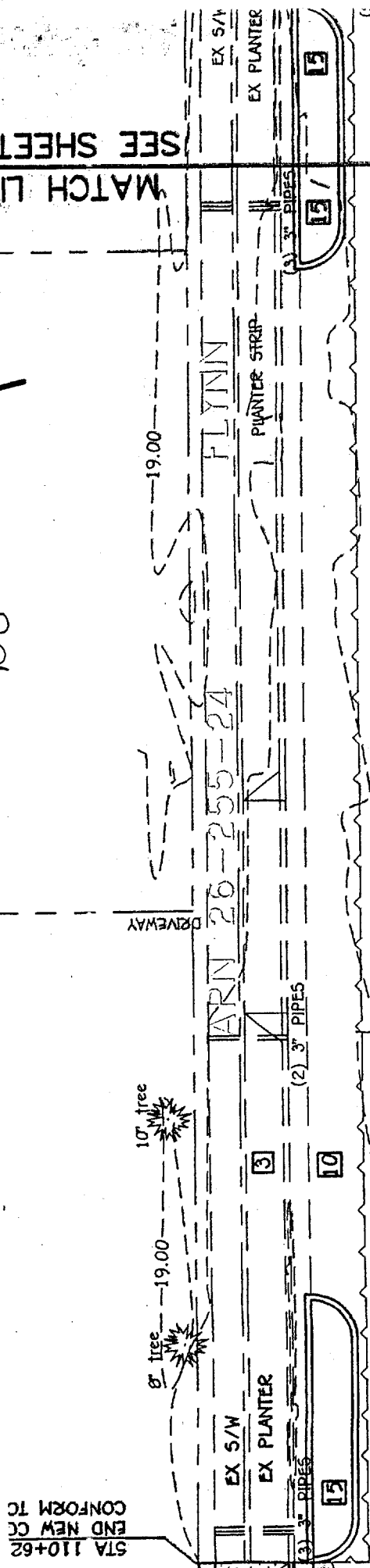
County of Santa Cruz

\_\_\_\_\_  
Director of Public Works

Property Address:

1300 Brommer Street  
Santa Cruz, CA 95062

STA 110+62  
END NEW CC  
CONFORM TO

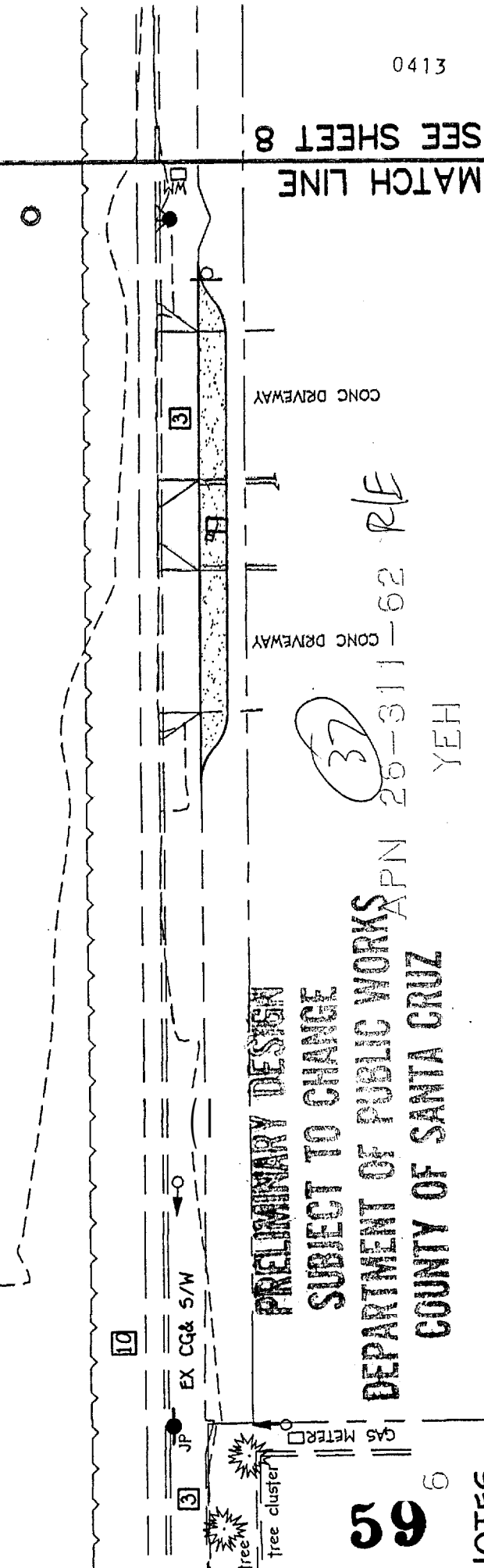


111+00  
(SSMH)

110+75

18.75

75°51'32" E



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

APN 25-311-62 RE  
37  
YEH

0413

**NOTES**

- 1 INSTALL CQ& 1.2m SIDEWALK
- 2 ADJUST MANHOLE TO GRADE
- 3 EX CQ&\$/W TO REMAIN
- 4 INSTALL CROSS GUTTER PER FIG ST-5
- 5 INSTALL CURB RAMP TYPE B PER FIG ST-8b
- 6 RELOCATE SLIDING GATE TO BACK OF NEW SIDEWALK
- 7 CONSTRUCT 300mm HIGH INTEGRAL BLOCK WALL PER DETAIL 7/13
- 8 INSTALL AC BETWEEN BACK OF WALK AND CONFORM LINE
- 9 AC OVERLAY 50mm
- 14 INSTALL TURF BLOCK BETWEEN BACK OF WALK AND CONFORM I
- 15 INSTALL LANDSCAPE ISLAND PER DETAIL X/13
- 16 INSTALL UNDER SIDEWALK DRAINS. CONNECT TO EX DRAIN WHERE APPLICABLE
- 17 INSTALL 100mm AC OVER 225 AB
- 18 INSTALL 100mm AC CLASS B OVER 300mm CLASS II AB WITHIN BUS TURNOUT
- 19 "X" REPRESENTS TREE(S)/HEDGE TO BE REMOVED
- 20 LIMITS OF GRADING SHALL BE 300mm-400mm BEYOND PROPO