

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *CPW*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE November 25, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Purchase Agreements to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Elm Avenue Intersection Project, Parcel Owners Phillip and Elizabeth Carlson, APN: 048-004-001; Ronald Fantozzi, APN: 047-036-007; and Burta L. Herger, APN: 048-003-005

STAFF RECOMMENDATIONS:

1. Approve the purchase agreements for the subject acquisition.
2. Authorize the Chairman of the Board to execute the agreements.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.
4. Direct the Auditor-Controller to issue a warrant in the total amount of \$22,954, payable to Fidelity National Title Company, for the purchase amount of \$18,454 and \$4,500 for estimated escrow fees and title insurance.

FISCAL IMPACT:

The total estimated cost for this project is \$700,000. The \$22,954 for the purchase of the right-of-way easements is funded 100% by the Regional Transportation Impact Fee Program (RTIF) and consists of \$18,454 for the purchase of the road easements and \$4,500 for estimated escrow and title insurance fees.

BOARD ACTION AS FOLLOWS:

No. 2008-812

On motion of Supervisor O'Brien, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Purchase Agreements to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Elm Avenue Intersection Project, Parcel Owners Phillip and Elizabeth Carlson, APN: 048-004-001; Ronald Fantozzi, APN: 047-036-007; and Burta L. Herger, APN: 048-003-005

DISCUSSION:

In March 2007, the Board of Supervisors awarded a contract to Associated Engineering Group, Inc. for environmental and engineering services for the Las Palmas Avenue and Elm Avenue Intersection Project.

The proposed new traffic signal and additional through and turn lanes will improve traffic safety and enhance the flow of traffic through this intersection. Installation of safety lighting and shoulder widening will also be completed.

On July 1, 2008, the Board of Supervisors approved the Initial Study/Mitigated Negative Declaration for the Las Palmas Avenue at Elm Avenue Intersection Project.

To accomplish this project, the County will need to acquire right-of-way easements from the parcels on the southeast, southwest, and northwest corners of Las Palmas Avenue and Elm Avenue. The property at the northeast corner is also needed for the project and right of way negotiations are on-going. The property owners have agreed to accept the following:

Property Owners: Phillip and Elizabeth Carlson

Amount of Compensation: \$5,576

Assessor's Parcel Number: 048-004-001; Right-of-Way Area: 0.059 acres

Property Owner: Ronald Fantozzi

Amount of Compensation: \$6,655

Assessor's Parcel Number: 047-036-007; Right-of-Way Area: 0.059 acres

Property Owner: Burta L. Herger, Trustee, Frank G. Herger Testamentary Trust

Amount of Compensation: \$6,223

Assessor's Parcel Number: 048-003-005; Right-of-Way Area: 0.059 acres

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by the County.

This project is tentatively scheduled to begin construction in April 2009 and end construction by June 2009.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

Approval of Purchase Agreements to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Elm Avenue Intersection Project, Parcel Owners Phillip and Elizabeth Carlson, APN: 048-004-001; Ronald Fantozzi, APN: 047-036-007; and Burta L. Herger, APN: 048-003-005

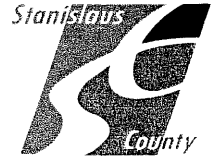
STAFFING IMPACT:

There is no staffing impact associated with this item.

PS:sr

L:\Roads\9725-LasPalmas Ave at Elm Ave\design division\Board items\BoarditemCarlsonFantozzi

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to Las Palmas Avenue @ Elm Avenue Intersection Project	
Period	JUL-08 to JUN-09	
Organization	Stanislaus Budget Org	

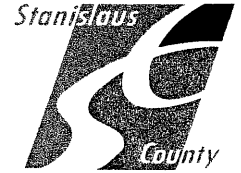
Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	72600	9725	0	0.0	22,954.00				
2	1102	40310	63280	0	0	0.0		22,954.00			
3	1102	40310	46615	0	0	0.0	22,954.00				
4	1102	40310	46615	9725	0	0.0		22,954.00			
5						0					
6						0					
7						0					
8						0					
9						0					
10						0					
11						0					
12						0					
13						0					
14						0					
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16						0					
17						0					
18						0					
19						0					
20						0					
21						0					
22						0					
23						0					
24						0					
25						0					
Totals							45,908.00	45,908.00			

Transfer budget to Las Palmas Avenue @ Elm Avenue Intersection Project

Requesting Department		Auditors Office Only	
Sharon Andrews	CEO		
Signature	Signature	Prepared By	Admin Approval (\$75K+)
11/17/08	11/18/08	Tom Fluer	11/18/08
Date	Date	Date	Date

Contact Person & Phone Number

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch: PW
 Period: Nov-08
 Description: _____

JOURNAL SCREEN

Journal: PW SKA JV
 Category: Chargeback
 Balance Type: A A = Actual or E = Encumbrance
 Description: Transfer funds from RTIF to Las Palmas Ave @ Elm Ave Intersection project
 Control Total: 22,954.00

Line	Coding Structure						Debit	Credit	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2400	61270	85850	0	0	0.0	22,954.00			
2	1102	40310	46615	9725	0	0.0		22,954.00		
3						0.0				
4						0.0				
5						0.0				
6						0.0				
7						0.0				
8						0.0				
9						0.0				
10						0.0				
11						0.0				
12						0.0				
13						0.0				
14						0.0				
15						0.0				
16						0.0				
17						0.0				
18						0.0				
19						0.0				
20						0.0				
21						0.0				
22						0.0				
23						0.0				
24						0.0				
25						0.0				
26						0.0				
27						0.0				
Totals								22,954.00	22,954.00	

Explanation: Transfer funds from RTIF to Las Palmas Ave @ Elm Ave Intersection project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>sha</i>	<i>[Signature]</i>		<i>Tom Flan</i>
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
11/17/08	11/17/08		11/18/08
Date	Date	Date	Date

Project: Las Palmas Ave Signalization
Grantors: Philip & Elizabeth Carlson
APN.: 048-004-001

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Philip Carlson and Elizabeth Carlson, husband and wife, as Joint Tenants (Grantors). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantors agree to sell to County, and County agrees to purchase from Grantors, on the terms and conditions set forth in this Agreement, the real property interest described in the Exhibits attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of easement rights to the Property shall be executed and delivered by Grantors to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Fidelity National Title Company, 3425 Coffee Road, Suite C, Modesto, CA 95355, at (209) 529-0231.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for easement rights to the Property is as follows:

Permanent Easement (2,563 sq. ft X \$2.00/sq. ft.)	\$5,126.00
Improvements (oleander bushes)	\$ 450.00
Total	\$5,576.00

County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Grantors shall convey by Road Easement to County easement rights to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Good, marketable and insurable title to the Property interest shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property interest vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

The Grantors agree that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to be paid to the property owner. The County will notify the Grantors of any such claims prior to payment.

The Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein is in full settlement of any claims for compensation or damages that may have arisen, including, but not limited to, attorney fees, pre-condemnation damages, severance damages, business goodwill, or any other claim regarding the acquisition of the Property or construction of improvements thereon.

4. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantors authorize County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. POSSESSION.

Grantors agree that immediately upon approval of this Agreement by County, the County may enter upon and take possession of the Property.

6. HAZARDOUS WASTE MATERIAL

The Grantors hereby represent and warrant that during the period of Grantors's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantors further represent and warrant that Grantors have no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantors taking title to the Property interest.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or County law,


**Agreement for Purchase
Philip & Elizabeth Carlson
Page 3 of 3**

the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

IN WITNESS WHEREOF, the parties have executed this Agreement on NOV 25 2008 **as follows:**

COUNTY OF STANISLAUS

GRANTORS




Jim DeMartini, Vice-Chairman
of the Board of Supervisors



Philip Carlson

ATTEST:
**Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California**



Elizabeth Carlson

By: 

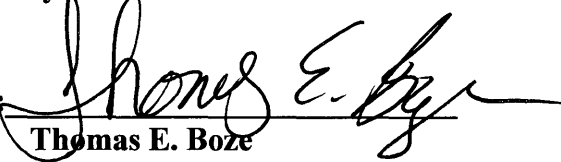
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works



Matt Machado, Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

NO FEE
RECORDING REQUESTED BY: BOARD OF SUPERVISORS
RETURN TO: STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 3500
Modesto, CA 95354

Road Name: Las Palmas Avenue
APN: 048-004-001

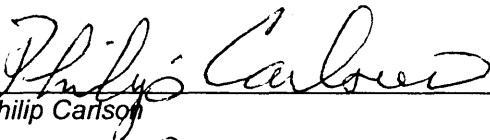
ROAD EASEMENT

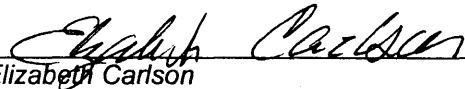
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Philip Carlson and Elizabeth Carlson, husband and wife,

do hereby grant to the COUNTY OF STANISLAUS an easement for public road and highway purposes in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A"


Philip Carlson


Elizabeth Carlson

Dated: 9-23-2008

APPROVED as to description: _____ Dated: _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated: _____

from Philip Carlson and Elizabeth Carlson to County of Stanislaus, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on _____ in accordance with the provision of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

MATTHEW MACHADO, Director, Department of Public Works
of Stanislaus County, State of California

Dated: _____

GENERAL ACKNOWLEDGMENT

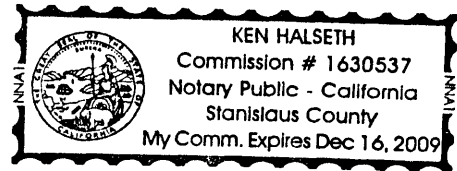
STATE OF California)
) ss.
COUNTY OF Stanislaus)

On Sept. 23, 2008, 2008, before me, Ken Halseth, a
Notary Public, personally appeared Philip Carlson & Elizabeth
Carlson, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ken Halseth



(Seal)

564A-07
CARLSON

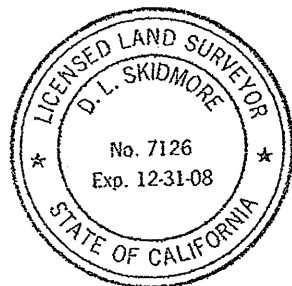
EXHIBIT "A"
LEGAL DESCRIPTION
FOR RIGHT-OF-WAY


ALL that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within Lot 247 as shown on that map entitled Patterson Colony, Sub-Tract No. One filed in the Office of the Recorder of the County of Stanislaus on December 13, 1909 in Volume 4 of Maps at Page 40, being more particularly described as follows:

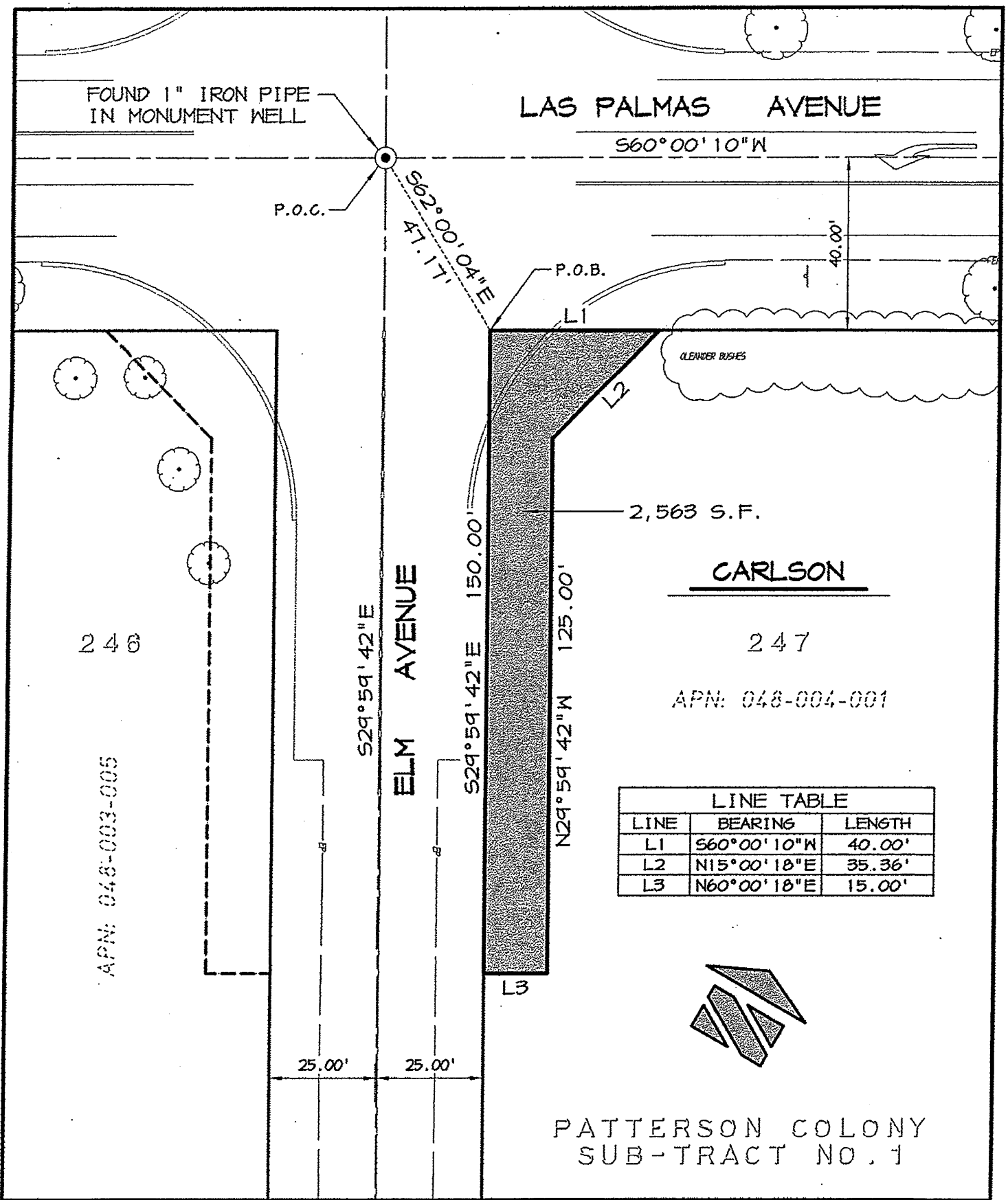
COMMENCING at a 1" diameter iron pipe in a monument well marking the center line intersection point of Las Palmas Avenue and Elm Avenue, said point also being the Northwest corner of said Lot 247; thence South $62^{\circ}00'04''$ East, a distance of 47.17 feet to the intersection point of the South right-of-way line of Las Palmas Avenue and the Easterly right-of-way line of Elm Avenue and being the TRUE POINT OF BEGINNING of this description; thence South $29^{\circ}59'42''$ East along said Easterly right-of-way line of Elm Avenue, a distance of 150.00 feet; thence North $60^{\circ}00'18''$ East, a distance of 15.00 feet; thence North $29^{\circ}59'42''$ West, a distance of 125.00 feet; thence North $15^{\circ}00'18''$ East, a distance of 35.36 feet to a point on said Southerly right-of-way line of Las Palmas Avenue; thence South $60^{\circ}00'10''$ West along last said line, a distance of 40.00 feet to the point of beginning.

CONTAINING 2,563 square feet more or less.

SUBJECT TO all easements and/or rights-of-way of record.




Dave L. Skidmore, L.S. 7126
License Expires 12/31/08
7/3/07



FOUND 1" IRON PIPE
IN MONUMENT WELL

LAS PALMAS AVENUE

S60°00'10"W

P.O.C.

S62°00'04"E
47.17'

P.O.B.

L1

L2

CLANDER BUSHES

2,563 S.F.

CARLSON

246

247

APN: 048-004-001

APN: 048-003-005

ELM AVENUE

S29°59'42"E

S29°59'42"E 150.00'

N29°59'42"W 125.00'

25.00'

25.00'

L3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°00'10"W	40.00'
L2	N15°00'18"E	35.36'
L3	N60°00'18"E	15.00'



PATTERSON COLONY
SUB-TRACT NO. 1

DRAWN	R.M.U.
DATE	7/2/07 2:12
SCALE	1"=30'
JOB #	564A-07
DWG.	564A RWLEX

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

A.P.N. 048-004-001 - CARLSON
BEING A PORTION OF LOT 247, OF PATTERSON COLONY
SUB-TRACT NO. 1, VOL. 4 OF MAPS AT PAGE 40, S.C.R.

STANISLAUS COUNTY CALIFORNIA



**ASSOCIATED
ENGINEERING, INC.**
Surveying • Design • Planning
4206 TECHNOLOGY DRIVE
MODESTO, CALIFORNIA 95356
PH: (209) 545-3390 FAX: (209) 545-3875

Project: Las Palmas Ave Signalization
Grantor: Ronald Fantozzi
APN.: 047-036-007

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Ronald Fantozzi, surviving Joint Tenant (Grantor). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantor agrees to sell to County, and County agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the real property interest described in the Exhibits attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of easement rights to the Property shall be executed and delivered by Grantor to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Chicago Title Company, 1700 Standiford Avenue, Suite 110, Modesto, CA 95350, at (209) 529-0231.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for easement rights to the Property is as follows:

Permanent Easement (2,562 sq. ft X \$2.00/sq. ft.)	\$5,124.00
Improvements (18 young trees)	\$1,530.00
Total	\$6,655.00

County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Grantor shall convey by Road Easement to County easement rights to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Good, marketable and insurable title to the Property interest shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property interest vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

The Grantor agrees that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to be paid to the property owner. The County will notify the Grantor of any such claims prior to payment.

The Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein is in full settlement of any claims for compensation or damages that may have arisen, including, but not limited to, attorney fees, pre-condemnation damages, severance damages, business goodwill, or any other claim regarding the acquisition of the Property interest or construction of improvements thereon.

4. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. POSSESSION.

Grantor agrees that immediately upon approval of this Agreement by County, the County may enter upon and take possession of the Property.

6. HAZARDOUS WASTE MATERIAL

The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property interest.

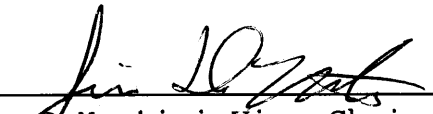
The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or County law,

the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.


IN WITNESS WHEREOF, the parties have executed this Agreement on 9/15/08 as follows:

COUNTY OF STANISLAUS

GRANTOR



Jim DeMartini Vice-Chairman
of the Board of Supervisors



Ronald Fantozzi

ATTEST:

**Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California**

By: 

Deputy Clerk

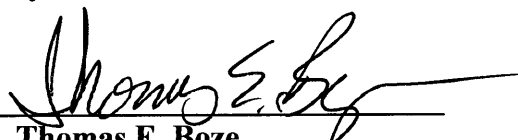
APPROVED AS TO CONTENT:
Department of Public Works



Matt Machado, Director

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

NO FEE
RECORDING REQUESTED BY: BOARD OF SUPERVISORS
RETURN TO: STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 3500
Modesto, CA 95354

Road Name: Las Palmas Avenue
APN: 047-036-007

ROAD EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ronald Fantozzi, surviving Joint Tenant,

does hereby grant to the COUNTY OF STANISLAUS an easement for public road and highway purposes in the real property in the County of Stanislaus, State of California described as:



Ronald Fantozzi

SEE EXHIBIT "A"

Dated: 9/15/08

APPROVED as to description: _____ Dated: _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated: _____

from Ronald Fantozzi to County of Stanislaus, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on _____ in accordance with the provision of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

MATTHEW MACHADO, Director, Department of Public Works
of Stanislaus County, State of California

Dated: _____

GENERAL ACKNOWLEDGMENT

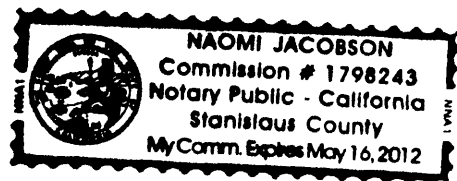
STATE OF California)
)
COUNTY OF Stanislaus) ss.

On Sept. 18th, 2008, before me, Naomi Jacobson, a
Notary Public, personally appeared Ronald Fantozzi

_____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~
authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Naomi Jacobson

(Seal)

564A-07
FANTOZZI

EXHIBIT "A"
LEGAL DESCRIPTION
FOR RIGHT-OF-WAY


ALL that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within Lot 185 as shown on that map entitled Patterson Colony, Sub-Tract No. One filed in the Office of the Recorder of the County of Stanislaus on December 13, 1909 in Volume 4 of Maps at Page 40, being more particularly described as follows:

COMMENCING at a 1" diameter iron pipe in a monument well marking the center line intersection point of Las Palmas Avenue and Elm Avenue, said point also being the Southeast corner of said Lot 185; thence North 62°00'33" West, a distance of 47.17 feet to the intersection point of the Northerly right-of-way line of Las Palmas Avenue and the Westerly right-of-way line of Elm Avenue and being the TRUE POINT OF BEGINNING of this description; thence North 30°00'18" West along the Westerly right-of-way line of Elm Avenue, a distance of 150.00 feet; thence South 59°59'42" West, a distance of 15.00 feet; thence South 30°00'18" East, a distance of 125.00 feet; thence South 30°00'18" East, a distance of 125.00 feet; thence South 14°59'42" West, a distance of 35.35 feet to a point said Northerly right-of-way line of Las Palmas Avenue; thence North 59°59'58" East along last said line, a distance of 40.00 feet to the point of beginning.

CONTAINING 2,562 square feet more or less.

SUBJECT TO all easements and/or rights-of-way of record.




Dave L. Skidmore, L.S. 7126
License Expires 12/31/08
7/3/07

PATTERSON COLONY
SUB-TRACT NO. 1



FANTOZZI

185

APN: 047-036-007

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°59'58"E	40.00'
L2	S14°59'42"W	35.35'
L3	S59°59'42"W	15.00'

2,562 S.F.

S30°00'18"E 125.00'

L3

N30°00'18"W 150.00'

ELM AVENUE

N30°00'18"W

184

APN: 047-037-025

P.O.B.

N62°00'33"W
47.17'

FOUND 1" IRON PIPE
IN MONUMENT WELL

P.O.C.

N59°59'58"E

LAS PALMAS AVENUE

DRAWN R.M.U.

DATE 7/2/07 2:12

SCALE 1"=30'

JOB # 564A-07

DWG. 564A RWLEX

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

A.P.N. 047-036-007 - FANTOZZI
BEING A PORTION OF LOT 185, OF PATTERSON COLONY
SUB-TRACT NO.1, VOL. 4 OF MAPS AT PAGE 40, S.C.R.

STANISLAUS COUNTY

CALIFORNIA



**ASSOCIATED
ENGINEERING, INC.**

Surveying • Design • Planning

4206 TECHNOLOGY DRIVE

MODESTO, CALIFORNIA 95356

PH: (209) 545-3390 FAX: (209) 545-3875

Project: Las Palmas Ave Signalization
Grantor: Frank G. Herger Testamentary
Trust (Burta L. Herger, Trustee)
APN.: 048-003-005

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Burta L. Herger, Trustee, Frank G. Herger Testamentary Trust, all interest of such estate in (Grantor). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantor agrees to sell to County, and County agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the real property interest described in the Exhibits attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of easement rights to the Property shall be executed and delivered by Grantor to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Chicago Title Company, 1700 Standiford Avenue, Suite 110, Modesto, CA 95350, at (209) 571-6300.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for easement rights to the Property is as follows:

Permanent Easement (2,562 sq. ft X \$2.00/sq. ft.)	\$ 5,124.00
Improvements (7 mature almond trees)	\$ 1,099.00
Total	\$ 6,223.00

County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Grantor shall convey by Road Easement to County easement rights to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Easement rights to the Property interest shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the easement rights of the Property interest vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

The Grantor agrees that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to be paid to the property owner. The County will notify the Grantor of any such claims prior to payment.

The Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein is in full settlement of any claims for compensation or damages that may have arisen, including, but not limited to, attorney fees, pre-condemnation damages, severance damages, business goodwill, or any other claim regarding the acquisition of the Property or construction of improvements thereon.

4. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. POSSESSION.

Grantor agrees that immediately upon approval of this Agreement by County, the County may enter upon and take possession of the Property.

6. HAZARDOUS WASTE MATERIAL

The Grantor hereby represents and warrants that during the period of Grantors's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property interest.


The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or County law,

the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

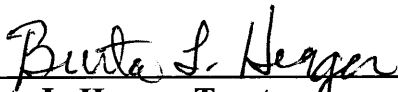
IN WITNESS WHEREOF, the parties have executed this Agreement on NOV 25 2008 as follows:

COUNTY OF STANISLAUS

GRANTOR



Jim DeMartini, Vice-Chairman
of the Board of Supervisors

By 

**Burta L. Herger, Trustee
Frank G. Herger Testamentary Trust,
all interest of such estate in**

ATTEST:
**Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California**

By: 

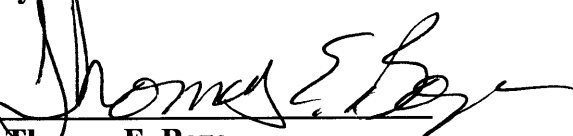
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works



Matt Machado, Director

APPROVED AS TO FORM:
**John P. Doering
County Counsel**

By: 

**Thomas E. Boze
Deputy County Counsel**

NO FEE
RECORDING REQUESTED BY: BOARD OF SUPERVISORS
RETURN TO: STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 3500
Modesto, CA 95354

Road Name: Las Palmas Avenue
APN: 048-003-005

ROAD EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Burta L. Herger, Trustee, Frank G. Herger Testamentary Trust, all interest of such estate in,

does hereby grant to the COUNTY OF STANISLAUS an easement for public road and highway purposes in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A"

Burta L. Herger, Trustee
Burta L. Herger, Trustee

Dated: October 16, 2008

APPROVED as to description: Burta L. Herger, Trustee Dated: October 16, 2008

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated: _____

from Burta L. Herger, Trustee, Frank G. Herger Testamentary Trust to County of Stanislaus, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on _____ in accordance with the provision of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

MATTHEW MACHADO, Director, Department of Public Works
of Stanislaus County, State of California

Dated: _____

GENERAL ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Stanislaus)

On October 16, 2008, before me, Ken Halseth, a
Notary Public, personally appeared Burta L. Henger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are
subscribed to the within instrument and acknowledged to me that he (she) they executed the same
in his (her) their authorized capacity(ies), and that by his (her) their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ken Halseth

(Seal)



564A-07
HERGER

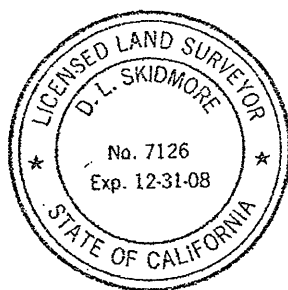
EXHIBIT "A"
LEGAL DESCRIPTION
FOR RIGHT-OF-WAY

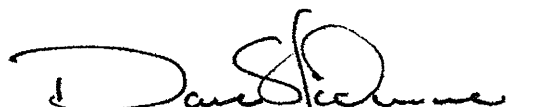
ALL that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within Lot 246 as shown on that map entitled Patterson Colony, Sub-Tract No. One filed in the Office of the Recorder of the County of Stanislaus on December 13, 1909 in Volume 4 of Maps at Page 40, being more particularly described as follows:

COMMENCING at a 1" diameter iron pipe in a monument well marking the center line intersection point of Las Palmas Avenue and Elm Avenue, said point also being the Northeast corner of said Lot 246; thence South $02^{\circ}00'31''$ West, a distance of 47.17 feet to the intersection point of the Southerly right-of-way line of Las Palmas Avenue and the Westerly right-of-way line of Elm Avenue and being the TRUE POINT OF BEGINNING of this description; thence South $29^{\circ}59'42''$ East along said Westerly right-of-way line of Elm Avenue, a distance of 150.00 feet; thence South $60^{\circ}00'18''$ West, a distance of 15.00 feet; thence North $29^{\circ}59'42''$ West, a distance of 125.00 feet; thence North $74^{\circ}59'42''$ West, a distance of 35.35 feet to a point on said Southerly right-of-way line of Las Palmas Avenue; thence North $59^{\circ}59'58''$ East along last said line, a distance of 40.00 feet to the point of beginning.

CONTAINING 2,562 square feet more or less.

SUBJECT TO all easements and/or rights-of-way of record.




Dave L. Skidmore, L.S. 7126
License Expires 12/31/08
7/3/07

LAS PALMAS AVENUE

N59°59'58"E

FOUND 1" IRON PIPE
IN MONUMENT WELL

P.O.C.

P.O.B.

S02°00'31"W
47.17'

L1

40.00'

2,562 S.F.

HERGER

246

APN: 048-003-005

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°59'58"E	40.00'
L2	N74°59'42"W	35.35'
L3	S60°00'18"W	15.00'

N29°59'42"W 125.00'

S29°59'42"E 150.00'

ELM AVENUE

S29°59'42"E

247

APN: 048-004-001

L3

25.00'

25.00'



PATTERSON COLONY
SUB-TRACT NO. 1

DRAWN R.M.U.

DATE 7/2/07 2:12

SCALE 1"=30'

JOB # 564A-07

DWG. 564A RW_EX

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

A.P.N. 048-003-005 - HERGER
BEING A PORTION OF LOT 246, OF PATTERSON COLONY
SUB-TRACT NO.1, VOL. 4 OF MAPS AT PAGE 40, S.C.R.

STANISLAUS COUNTY

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