

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

DEPT: Public Works *alal*

BOARD AGENDA #                    \*C-3

Urgent  Routine

AGENDA DATE May 19, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Purchase Agreement to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Sycamore Avenue Intersection Project, Parcel Owners Alfred J. Scheuber and Betty J. Scheuber, APN: 047-036-015; Larry D. Emehiser and Fatima M. Emehiser, APN: 047-035-015

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the subject acquisition.
2. Authorize the Chairman of the Board to execute the agreement.
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 \$41,000, payable to Chicago Title Company, for the purchase amount of \$38,000 and \$3,000 for estimated escrow fees and title insurance.

FISCAL IMPACT:

The total estimated cost for this project is \$800,000. The \$41,000 for the purchase of the right-of-way easements is funded 100% by the Regional Transportation Impact Fee Program (RTIF) and consists of \$38,000 for the purchase of the road easements and \$3,000 for estimated escrow and title insurance fees.

BOARD ACTION AS FOLLOWS:

No. 2009-343

On motion of Supervisor Grover , Seconded by Supervisor Monteith  
 and approved by the following vote,  
 Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini  
 Noes: Supervisors: None  
 Excused or Absent: Supervisors: None  
 Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2)        Denied
- 3)        Approved as amended
- 4)        Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Purchase Agreement to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Sycamore Avenue Intersection Project, Parcel Owners Alfred J. Scheuber and Betty J. Scheuber, APN: 047-036-015; Larry D. Emehiser and Fatima M. Emehiser, APN: 047-035-015

**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 Sycamore 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.

To accomplish this project, Stanislaus County will need to acquire right-of-way easements from the parcels on the northeast and northwest corners of Las Palmas Avenue and Sycamore Avenue.

On October 2, 2007, the Board of Supervisors approved the agreement with Overland, Pacific & Cutler, Inc. to provide right-of-way acquisition services for the Las Palmas Avenue at Sycamore Avenue Intersection Project. The scope of work included appraisal work to be performed by W.G. Bartha & Associates. On November 20, 2007, the County received the independent appraisal from W.G. Bartha & Associates.

On July 9, 2008, offer letters were sent to the property owners for the right-of-way easements. The property owners did not agree with the appraisal by W.G. Bartha & Associates and ordered their own appraisals from Cogdill & Giomi, Inc. The appraisals were completed on February 11, 2009. Under Section 1263.025 of the Code of Civil Procedures, the property owners have the right to obtain their own appraisals and be reimbursed by Stanislaus County for reasonable costs not to exceed \$5,000 for each appraisal.

The property owners have agreed to accept the following:

Property Owners: Alfred J. Scheuber and Betty J. Scheuber  
Amount of Compensation: \$18,000  
Assessors Parcel Number: 047-036-015  
Right-of-Way Easement Area: 0.18 acres

Property Owners: Larry D. Emehiser and Fatima M. Emehiser  
Amount of Compensation: \$20,000  
Assessors Parcel Number: 047-035-015  
Right-of-Way Easement Area: 0.18 acres

Approval of Purchase Agreement to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Sycamore Avenue Intersection Project, Parcel Owners Alfred J. Scheuber and Betty J. Scheuber, APN: 047-036-015; Larry D. Emehiser and Fatima M. Emehiser, APN: 047-035-015

The amount of compensation has been determined to be within the range of just compensation by W.G. Bartha & Associates and County staff.

The independent appraisals will be paid for by the County in accordance with Section 1263.025 of the Code of Civil Procedures.

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

**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.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

PS:jg  
L:\ROADS\9726 - La s Palmas Ave at Sycamore Ave\Design Division\Board Items\9726\_Right of Way Acquisition Scheuber Emehiser.doc

## 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 the Las Palmas @ Sycamore 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	9726	0	0.0	41,000.00				
2	1102	40310	63280	0	0	0.0		41,000.00			
3	1102	40310	46615	0	0	0.0	41,000.00				
4	1102	40310	44615	9726	0	0.0		41,000.00			
5						0					
6						.0					
7						.0					
8						.0					
9						.0					
10						.0					
11						.0					
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19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
<b>Totals</b>								82,000.00	82,000.00		

Transfer Budget to the Las Palmas @ Sycamore Intersection Project

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<b>Requesting Department</b>		<b>CEO</b>	<b>Auditors Office Only</b>	
Sharon Andrews				
Signature		Signature		Prepared By
Date	5/12/09	Date	05/13/09	Admin Approval (\$75K+)
				5/12/09
				Date

Contact Person & Phone Number
-------------------------------

**AUDITOR-CONTROLLER  
STANDARD JOURNAL VOUCHER**



**BATCH SCREEN**

Batch: PW  
 Period: May-09  
 Description: \_\_\_\_\_

**JOURNAL SCREEN**

Journal: PW SKA JV  
 Category: Transfer  
 Balance Type: A    A = Actual or E = Encumbrance  
 Description: Transfer funds from RTIF to Las Palmas @ Sycamore Intersection Project  
 Control Total: 41,000.00

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	41,000.00		Transfer out
2	1102	40310	46615	9726		0.0		41,000.00	Transfer in
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			
<b>Totals</b>							41,000.00	41,000.00	

Explanation: Transfer funds from RTIF to Las Palmas @ Sycamore Intersection Project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
5/12/09	5/12/09	5/12/09	5/12/09
Date	Date	Date	Date

Project: Las Palmas Ave Signalization  
Grantor(s): Scheuber Trust dated 12/09/02  
APN: 047-036-015

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Alfred J. Scheuber and Betty J. Scheuber, as Co-Trustees of The Alfred J. Scheuber and Betty J. Scheuber Revocable Trust, under Declaration of Trust Dated December 9, 2002, and their successor Trustees (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 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 (7,963 sq. ft X \$2.00/sq. ft.)	\$18,000.00
Damages	\$ N/A
Total (rounded)	\$18,000.00

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.

Easement rights to the Property interest shall be evidenced by an 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 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.

County shall relocate Grantors' irrigation pipeline system to be positioned in the same manner as it currently exists in relation to the County's right-of-way line. The new irrigation pipeline system is to be configured identically to the existing system. At the north the end of the new pipeline it is to be connected to the remaining current pipeline using 45° angle bends. The replacement irrigation pipeline system is to be guaranteed for one (1) year after completion.

The Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree 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 a 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**

**Agreement for Purchase  
Scheuber Trust / APN: 047-036-015  
Page 3 of 3**

The Grantors hereby represent and warrant that during the period of Grantors' 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.

The Purchase Price of the Property interest 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 MAY 19 2009  
as follows:**

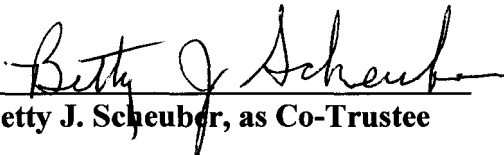
COUNTY OF STANISLAUS

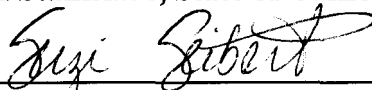
  
\_\_\_\_\_  
Jim DeMartini  
Chairman of the Board of Supervisors

GRANTORS: The Alfred J. Scheuber and  
Betty J. Scheuber Revocable Trust, under  
Declaration of Trust Dated 12/09/2002

By:   
\_\_\_\_\_  
Alfred J. Scheuber, as Co-Trustee

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

By:   
\_\_\_\_\_  
Betty J. Scheuber, as Co-Trustee

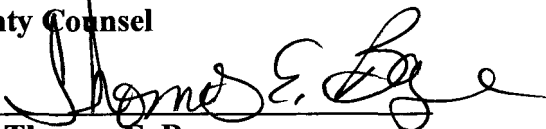
By:   
\_\_\_\_\_  
Deputy Clerk

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: 047-036-015

## ROAD EASEMENT

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

Alfred J. Scheuber and Betty J. Scheuber, as Co-Trustees of The Alfred J. Scheuber and Betty J. Scheuber Revocable Trust, under Declaration of Trust Dated December 9, 2002, and their successor Trustees,

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"

By Alfred J. Scheuber  
Alfred J. Scheuber, as Co-Trustee

By Betty J. Scheuber 3/09/09  
Betty J. Scheuber, as Co-Trustee

Dated: 25-9-09

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 Alfred J. Scheuber and Betty J. Scheuber, as Co-Trustees of The Alfred J. Scheuber and Betty J. Scheuber Revocable Trust, under Declaration of Trust Dated December 9, 2002, and their successor Trustees 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 March 9, 2009 before me, Melissa Bettencourt, a Notary Public, personally appeared ALFRED J. SCHEUBER and BETTY J. SCHEUBER, 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 on 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 Melissa Bettencourt

(Seal)

564B-07  
SCHEUBER

**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 200 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 2.5" diameter disc, stamped Patterson Colony, marking the center line intersection point of Las Palmas Avenue and Sycamore Avenue, said point also being the Southwest corner of said Lot 200; thence North 02°00'27" East, a distance of 47.17 feet to the point of intersection of the Northerly right-of-way line of Las Palmas Avenue and the Easterly right-of-way line of Sycamore Avenue and being the TRUE POINT OF BEGINNING of this description; thence North 29°59'53" West along said Easterly right-of-way line of Sycamore Avenue, a distance of 510.00 feet; thence North 60°00'07" East, a distance of 15.00 feet; thence South 29°59'53" East, a distance of 485.00 feet; thence South 74°59'53" East, a distance of 35.36 feet to a point on said Northerly right-of-way line of Las Palmas Avenue; thence South 60°00'09" West along last said line, a distance of 40.00 feet to the point of beginning.

CONTAINING 7,963 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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°00'27"E	47.17'
L2	S60°00'09"W	40.00'
L3	S74°59'53"E	35.36'
L4	N60°00'07"E	15.00'

PATTERSON COLONY  
SUB-TRACT NO. 1



201  
APN: 047-035-015

AVENUE

SYCAMORE

SCHEUBER

200  
APN: 047-036-015

485.00'

7,963 S.F.

N29°59'53"W

N29°59'53"W 510.00'

S29°59'53"E

L3

L2

L1

P.O.B.

S60°00'09"W

FOUND 2" ALLOY  
CAP (P.O.C.)

LAS PALMAS AVENUE

DRAWN	R.M.U.
DATE	6/15/07 3:25
SCALE	1"=80'
JOB #	564B-07
DWG.	564B R\LEX

**PLAT TO ACCOMPANY  
LEGAL DESCRIPTION**

A.P.N. 047-036-015 - SCHEUBER  
BEING A PORTION OF LOT 200, 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(s): The Emehiser Trust 09-01-99  
APN.: 047-035-015

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Larry D. Emehiser and Fatima M. Emehiser, Trustees of The Emehiser Trust dated 09-01-99, (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 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 (7,813 sq. ft X \$2.56/sq. ft.)	\$ 20,000.00
Damages	\$ N/A
Total (rounded)	\$ 20,000.00

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.

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 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 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. 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,

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 MAY 19 2009 as follows:

COUNTY OF STANISLAUS


GRANTORS:

THE EMEHISER TRUST, dated 09-01-99

  
\_\_\_\_\_  
Jim DeMartini  
Chairman of the Board of Supervisors

By   
\_\_\_\_\_  
Larry D. Emehiser, Trustee

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

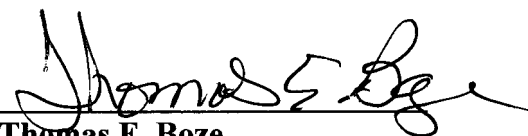
By   
\_\_\_\_\_  
Fatima M. Emehiser, Trustee

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: 047-035-015

## ROAD EASEMENT

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

Larry D. Emehiser and Fatima M. Emehiser, Trustees of The Emehiser Trust dated 09-01-99,

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"

By Larry D. Emehiser  
Larry D. Emehiser, Trustee

By Fatima M. Emehiser  
Fatima M. Emehiser, Trustee

Dated: 3-23-2009

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 Larry D. Emehiser and Fatima M. Emehiser, Trustees of The Emehiser Trust dated 09-01-99 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: \_\_\_\_\_



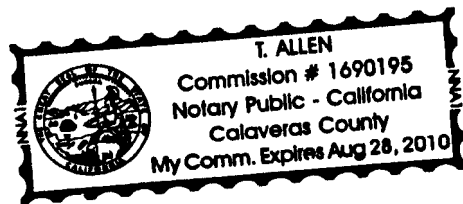
**GENERAL ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 )  
COUNTY OF Calaveras ) ss.

On March 23, 2009 before me, T. Allen, a Notary Public, personally appeared LARRY D. EMEHISER and FATIMA M. EMEHISER, 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 on 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 T. Allen

(Seal)

564B-07  
EMEHSER

**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 201 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 2.5" diameter disc, stamped Patterson Colony, marking the center line intersection point of Las Palmas Avenue and Sycamore Avenue, said point also being the Southeast corner of said Lot 201; thence North  $56^{\circ}33'48''$  West, a distance of 55.90 feet to the intersection point of the Northerly right-of-way line of Las Palmas Avenue and the Westerly right-of-way line of Sycamore Avenue also being the most Easterly corner of Parcel B as shown on that map filed in the Office of the Recorder of the County of Stanislaus on December 1, 1975 in Book 22 of Parcel Maps at Page 24, and being the TRUE POINT OF BEGINNING of this description; thence North  $29^{\circ}59'53''$  West along said Westerly right-of-way line of Sycamore Avenue, a distance of 500.00 feet; thence South  $60^{\circ}00'07''$  West, a distance of 15.00 feet; thence South  $29^{\circ}59'53''$  East, a distance of 475.00 feet; thence South  $15^{\circ}00'07''$  West, a distance of 35.36 feet to a point said Northerly right-of-way line of Las Palmas Avenue; thence North  $60^{\circ}00'01''$  East along last said line, a distance of 40.00 feet to the point of beginning.

CONTAINING 7,813 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



EMEHISER TRUST

201

APN: 047-035-015

APN: 047-035-014

7,813 S.F.

L4

25' 25'

475.00'

N29°59'53"W

S29°59'53"E 500.00'

S29°59'53"E

SYCAMORE AVENUE

200

APN: 047-036-015

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°33'48"W	55.90'
L2	S60°00'01"W	40.00'
L3	N15°00'07"E	35.36'
L4	N60°00'07"E	15.00'

L3

L2

L1

P.O.B.

S60°00'01"W

LAS PALMAS AVENUE

FOUND 2" ALLOY  
CAP (P.O.C.)

DRAWN R.M.U.

DATE 6/15/01 3:25

SCALE 1"=80'

JOB # 564B-07

DWG. 564B RWLEX

**PLAT TO ACCOMPANY  
LEGAL DESCRIPTION**

A.P.N. 047-035-015 - EMEHISER TRUST  
BEING A PORTION OF LOT 201, OF PATTERSON COLONY  
SUB-TRACT NO. 1, VOL. 4 OF MAPS AT PAGE 40, S.C.R.

STANISLAUS COUNTY

CALIFORNIA



**ASSOCIATED  
ENGINEERING, INC.**

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4206 TECHNOLOGY DRIVE

MODESTO, CALIFORNIA 95356

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