

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

DEPT: Public Works *slm*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE February 14, 2012

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 for the Hatch Road at Santa Fe Avenue Intersection Improvement Project, Parcel Owner Hughes Farms, LLC, a California Limited Liability Company, APN: 018-017-002

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the subject acquisition.
2. Authorize the Chairman of the Board to execute the agreement.
3. Authorize the Director of Public Works to sign and cause to record the Grant Deed on behalf of Stanislaus County as authorized by Board Resolution dated March 8, 2011, and Government Code 27281.

FISCAL IMPACT:

The total estimated cost for this project is \$3,853,000. The \$8,042 for the purchase of this right-of-way is funded 100% from the Public Facility Fee-City/County Road program and consists of \$6,542 for the purchase of the road easement and \$1,500 for estimated escrow and title insurance fees.

BOARD ACTION AS FOLLOWS:

No. 2012-065

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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:

ATTEST: *Elizabeth H King, Deputy*  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Purchase Agreement to Acquire Road Right-of-Way for the Hatch Road at Santa Fe Avenue Intersection Improvement Project, Parcel Owner Hughes Farms, LLC, a California Limited Liability Company, APN: 018-017-002

## **DISCUSSION:**

The Board previously approved this parcel purchase on September 20, 2011. However, staff later discovered through the title report that the property had been transferred from the Trust under the Will of Margaret Hughes to the Hughes Farms, LLC. Therefore, this agenda item is being resubmitted to the Board per County Counsel's recommendation.

In January 2004, the Board of Supervisors approved the Public Works Road Congestion Relief Program. One of the projects approved under this program was the Hatch Road at Santa Fe Avenue Intersection Improvement Project. The proposed improvements consist of traffic signals, installation of left turn lanes, dedicated right turn lanes, upgrade of the railroad signals, pavement widening, traffic striping, and expansion of the existing bridge on Santa Fe Avenue near Hatch Road.

In May 2004, the Board of Supervisors awarded a contract to BKF Engineers for engineering design services for the Hatch Road at Santa Fe Avenue Intersection Improvement Project. The contract included right-of-way acquisition services to be performed by Universal Field Services.

In June 2006, the Board of Supervisors approved Amendment No. 1 with BKF Engineers for additional engineering services for the design of the bridge on Santa Fe Avenue at Hatch Road and preparation of environmental clearance documents.

In July 2007, the Board of Supervisors approved Amendment No. 2 with BKF Engineers to add additional engineering services for the improvements at the Hatch Road at Santa Fe Avenue intersection. These additional engineering services included separation of the project into two phases. Phase 1 involved the intersection improvements and Phase 2 involved widening and seismic retrofitting of the existing bridge on Santa Fe Avenue. Separate specifications and plans were prepared for each phase.

On August 28, 2007, the Board of Supervisors adopted the Mitigated Negative Declaration for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.

On July 22, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Phase 2 - Santa Fe Avenue Bridge Widening and Retrofit Project and directed the Clerk to publish the notice inviting bids.

On October 21, 2008, the Board of Supervisors awarded a contract for the construction of the Phase 2 - Santa Fe Avenue Bridge Widening and Retrofit Project to Agee Construction Corporation of Clovis, California. The project was completed on February 10, 2009 and accepted by the Department of Public Works on February 11, 2009.

Phase 1 of the Hatch Road at Santa Fe Avenue Intersection Improvement Project is currently in the final stages of right-of-way acquisition.

Approval of Purchase Agreement to Acquire Road Right-of-Way for the Hatch Road at Santa Fe Avenue Intersection Improvement Project, Parcel Owner Hughes Farms, LLC, a California Limited Liability Company, APN: 018-017-002

To accomplish the future Hatch Road at Santa Fe Avenue Intersection Improvement Project, the County will need to acquire additional right-of-way from Hughes Farms, LLC, a California Limited Liability Company. The property is located at the southeast corner of Santa Fe Avenue and Hatch Road. The property owners have agreed to accept the following:

Property Owner: Hughes Farms, LLC  
Amount of Compensation: \$6,542.00  
Assessor's Parcel Number: 018-017-002  
Right-of-Way Area: 0.16 acres

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

**POLICY ISSUES:**

The Hatch Road at Santa Fe Avenue Intersection Improvement Project supports the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by reducing traffic congestion on the County road system.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

AV:sn

L:\ROADS\9208 - Hatch Road at Santa Fe Ave\Design Division\Board Items\ROW Acquisition\_Hughes\_BOS 2-14-12

Project: Santa Fe Avenue/Hatch Road Intersection  
Improvement Project  
Grantor(s): Hughes Farms LLC  
APN: 018-017-002-000

## **AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Hughes Farms LLC, A California Limited Liability Company (Grantors). This Agreement is expressly subject to approval by the County Board of Supervisors.

### **1. PROPERTY.**

Grantors agrees 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 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 at 1700 Standiford Avenue, Suite 110, Modesto, CA 95330. Telephone (209) 571-6300 Escrow No. 08-51111801.

### **3. PURCHASE PRICE AND TITLE**

The consideration to be by the County for the Property is SIX THOUSAND FIVEHUNDRED FORTY TWO DOLLARS (\$6,542.00) (the "Purchase Price").

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 good, marketable and insurable title 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 shall be evidenced by a CLTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if County elects not to obtain a CLTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing roadway title to the Property 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. County shall pay for all costs associated with acquiring a CLTA extended coverage owner's policy of title insurance.

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 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 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 Road Easement 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 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**

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' 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 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 causes or contributed to the contamination.

IN WITNESS WHEREOF, the parties have executed this Agreement on 1/10/2012 as follows:

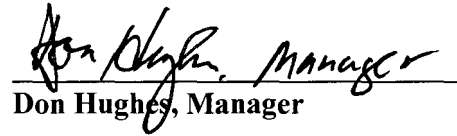
COUNTY OF STANISLAUS

GRANTORS

Hughes Farms LLC, A California Limited Liability Company



**William O'Brien**  
Chairman of the Board of Supervisors

  
Don Hughes, Manager

ATTEST:

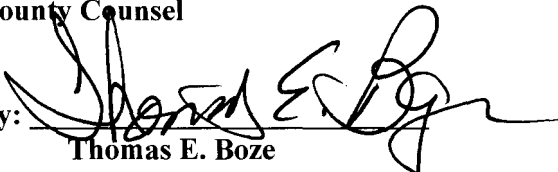
**Christine Ferraro Tallman**  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

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

WHEN RECORDED RETURN TO:

Stanislaus County  
Department of Public Works  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354

Record without Fee Govt. Code SEC. 6103

THIS SPACE FOR RECORDERS USE ONLY

Project: Santa Fe Avenue/Hatch Road Intersection  
Improvement Project  
APN: 018-017-002-000

**STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**GRANT DEED**

Hughes Farms LLC, A California Limited Liability Company, do hereby grant to Stanislaus County, a municipal corporation of the State of California, for the purpose of a Public Highway or Road, and all the necessary utilities, that certain real property in the County of Stanislaus, State of California, bounded and described as follows:

See Exhibits "A" and Exhibit "B" attached hereto and made a part hereof

Dated this 10<sup>th</sup> day of January, 2012

GRANTOR:

**Hughes Farms LLC, A California Limited Liability Company**

  
\_\_\_\_\_  
Don Hughes, Manager



January 16, 2009  
BKF Job No.: 20045040-11

**EXHIBIT "A"**  
**PARCEL 10-01-1**  
**RIGHT OF WAY DEDICATION**

All that certain real property situate in the northwest quarter of Section 9, Township 4 South, Range 10 East, Mount Diablo Base and Meridian, County of Stanislaus, State of California, and described as follows:

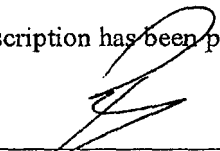
**BEING** a portion of the lands described in the Individual Joint Tenancy Deed to Warren Hughes and Margaret Hughes, recorded February 2, 1979, in Book 3151, Page 642, Instrument Number 48932, Official Records of Stanislaus County, said portion being more particularly described as follows:

**BEGINNING** on the northwesterly line of said lands (94-521127) on the northeasterly right of way line of Santa Fe Avenue (right of way varies); **THENCE** northeasterly along said northwesterly line North 22°35'24" East 19.47 feet to a point on a line parallel with and distant 18 feet northeasterly from said northeasterly right of way line, when measured at right angles; **THENCE** leaving said northwesterly line along said parallel line South 44°58'51" East 157.20 feet; **THENCE** leaving said parallel line South 45°01'09" West 8.00 feet a point on a line parallel with and distant 10 feet northeasterly from said northeasterly right of way line, when measured at right angles; **THENCE** along said parallel line South 44°58'51" East 430.08 feet; **THENCE** leaving said parallel line South 45°01'09" West 10.00 feet to said northeasterly right of way line of Santa Fe Avenue; **THENCE** along said northeasterly right of way line North 44°58'51" West 579.84 feet to the **POINT OF BEGINNING**.

Containing an area of 7,063 square feet, more or less.

A plat showing the above described dedication is attached hereto and made a part hereof as Exhibit "B".

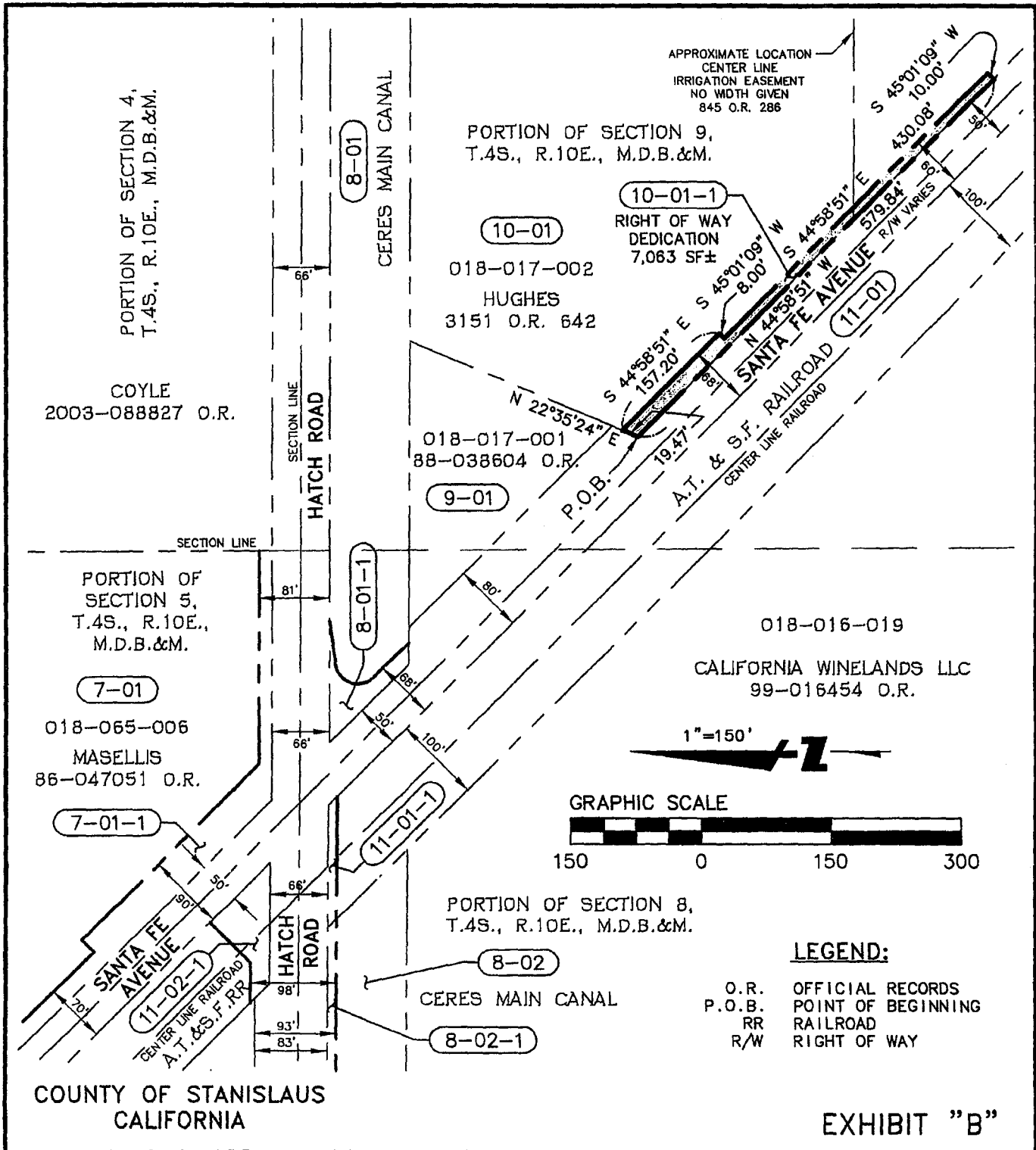
This description has been prepared from record data for BKF.

By:   
Barry T. Williams, P.L.S. No. 6711  
License Expires: 06/30/10

Dated: 1/16/09







2737 NORTH MAIN STREET  
 SUITE 200  
 WALNUT CREEK, CA 94596  
 925-940-2200  
 925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY  
10-01-1 RIGHT OF WAY DEDICATION  
 Job No. 20045040-11  
 By MLM Date 01/16/09 Chkd. BTW  
 SHEET 1 OF 1

California All-Purpose Acknowledgment

State of California

County of

*Sonoma*

On 1-10, 2012,

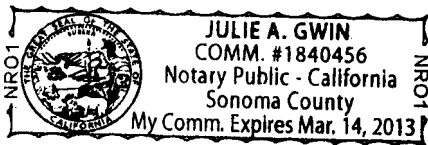
before me, Julie A Gwin, Notary Public, personally appeared

*Don Hughes*

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.



*Julie A Gwin*

Signature of Notary Public  
Julie A Gwin

(Seal)

Attached to Document

*Grant Deed*

Pages