THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SU	MMARY
DEPT: Public Works ()	BOARD AGENDA # *C-6
Urgent Routine	AGENDA DATE May 7, 2013
CEO Concurs with Recommendation YES NO (Information Attach	4/5 Vote Required YES ☐ NO ■ ed)
SUBJECT:	
Approval of a Purchase Agreement to Acquire Road R Parcel Owner Renata Enterprises, Inc., a California Col	• • • • • • • • • • • • • • • • • • • •
STAFF RECOMMENDATIONS:	·
Approve the purchase agreement to acquire road rig parcel owner Renata Enterprises, Inc., a California C	
2. Authorize the Chairman of the Board to execute the	purchase agreement.
Direct the Director of Public Works to sign and cause County as authorized by Board Resolution No. 2011.	
FISCAL IMPACT: The total estimated cost for this project is \$15,400,000 funded 100% from the Public Facilities Fee-Regional T \$3,517 for the purchase of the road easement and \$800	Fransportation Impact Fee program and consists of
BOARD ACTION AS FOLLOWS:	No. 2013-224
On motion of Supervisor O'Prion	aconded by Supervisor Withrow
On motion of Supervisor O'Brien , Se and approved by the following vote,	sconded by Supervisor yatinow
Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini a	
Noes: Supervisors: None Excused or Absent: Supervisors: None	
A la =4 = ! ! O =!- = 1- = 37	
1) X Approved as recommended	
2) Denied	
3) Approved as amended	
4) Other: MOTION:	

CHRISTINE FERRARO TALLMAN, Clerk

ATTEST:

File No.

Approval of a Purchase Agreement to Acquire Road Right-of-Way for the Claribel Road Widening Project, Parcel Owner Renata Enterprises, Inc., a California Corporation, APN: 082-006-058

DISCUSSION:

The Claribel Road Widening Project (Project) proposes to widen Claribel Road from two lanes to four lanes, construct a Class-1 bike path, replace the Modesto Irrigation District Lateral 6 Bridge with concrete pipe culverts, and signalize the intersection of Coffee Road at Claribel Road.

On May 22, 2012, the Board of Supervisors adopted the Initial Study and Mitigated Negative Declaration for the Project.

County Public Works staff is currently in the process of acquiring the right of way (ROW) necessary to complete the Project. To accomplish this Project, the County will need to acquire additional right-of-way from Renata Enterprises, Inc., a California Corporation. The property is located at 4821 Coffee Road, Modesto, CA. The property owners have agreed to accept the following:

Property Owner(s): Renata Enterprises, Inc., a California corporation

Amount of Compensation: \$3,517

Assessor's Parcel Number: 082-006-058 (portion)

Right-of-Way Area: 0.0462 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 recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by improving traffic safety and flow in this area of Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

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

Recording Requested By:

First American Title Company Order No. 5005-3753290 APN: 082-006-058 (portion)

Project: Claribel Road Widening

When Recorded Mail To: STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS 1716 MORGAN ROAD MODESTO, CA 95358



No Documentary Transfer Tax - Exempt per R&T Code 11922-Governmental Acquisition, NO RECORDING FEE per GC 6103

GRANT DEED

(Corporation)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RENATA ENTERPRISES, INC., a California corporation, organized and existing under and by virtue of the laws of the State of California, hereby GRANTS to the COUNTY OF STANISLAUS, a political subdivision of the State of California, the following described real property situated in the unincorporated area of the County of Stanislaus, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated:	RENATA ENTERPRISES, INC., a California corporation			
	By: Name: Penee Ellis			
	Its: President			
	By: Name:			
	its:			
APPROVED as to description:	Dated:			
CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION				
and/or governmental agency, is hereby accepted Board of Supervisors of the County of Stanislaus	conveyed by the deed or grant dated: pration to County of Stanislaus, a political corporation d by the undersigned officer or agent on behalf of the s, pursuant to authority conferred by resolution of the s adopted on, in accordance with the grantee consents to recordation thereof by its duly			
MATT MACHADO, Public Works Director of Stanislaus County, State of California				
Dated:	•			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

1. A. Arrinia	OPTIONAL SECTION
COUNTY OF Stanislains	CAPACITY CLAIMED BY SIGNER
On Feb 4, 2013 Refore me, Lynche Asay, Notary Public	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared Level times, name(s) of signer(s)	☐INDIVIDUAL ☐CORPORATE OFFICER(S)
who proved to me on the basis of satisfactory evidence to be the person(a) 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(ise), and that by his/her/their signature(a) 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.	Title(s) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:
LYNETTE ASAY COMM. # 1867897 NOTARY PUBLIC - CALIFORNIA STANISLAUS COUNTY My Commission Expires Oct.11, 2013	SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)
•	
OPTIONAL SECTION: TITLE OR TYPE OF DOCUMENT:	
DATA REQUESTED HERE IS NUMBER OF PAGES DATE	

EXHIBIT "A" LEGAL DESCRIPTION COFFEE ROAD RIGHT OF WAY WIDENING A.P.N.:082-006-058

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Northeast quarter of Section 4, Township 3 South, Range 9 east, Mount Diablo Meridian, described as follows:

ALL that portion of that certain parcel of land conveyed to Renata Enterprises, Inc., a California Corporation by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on September 30, 2003 as Document No. 2003-0167254, being more particularly described as follows:

BEGINNING at the Southeast corner of that certain Ellis 2.84 acre parcel of land as shown on that Record of Survey filed in the Office of the Recorder of the County of Stanislaus on October 21, 1998 in Book 24 of Surveys at Page 66, said corner lies on the West right of way line of 40.00 foot wide County Road known as Coffee Road; thence North 89°27′52″ West along the South line of said Ellis 2.84 acre parcel, a distance of 16.00 feet; thence North 03°56′43″ West, a distance of 108.28 feet to a point on the right of way line of Coffee Road; thence South 89°27′52″ East along said right of way line, a distance of 21.31 feet to an angle point in the West right of way line of said Coffee Road; thence South 01°08′21″ East along said West right of way line, a distance of 107.99 feet to the point of beginning of this description.

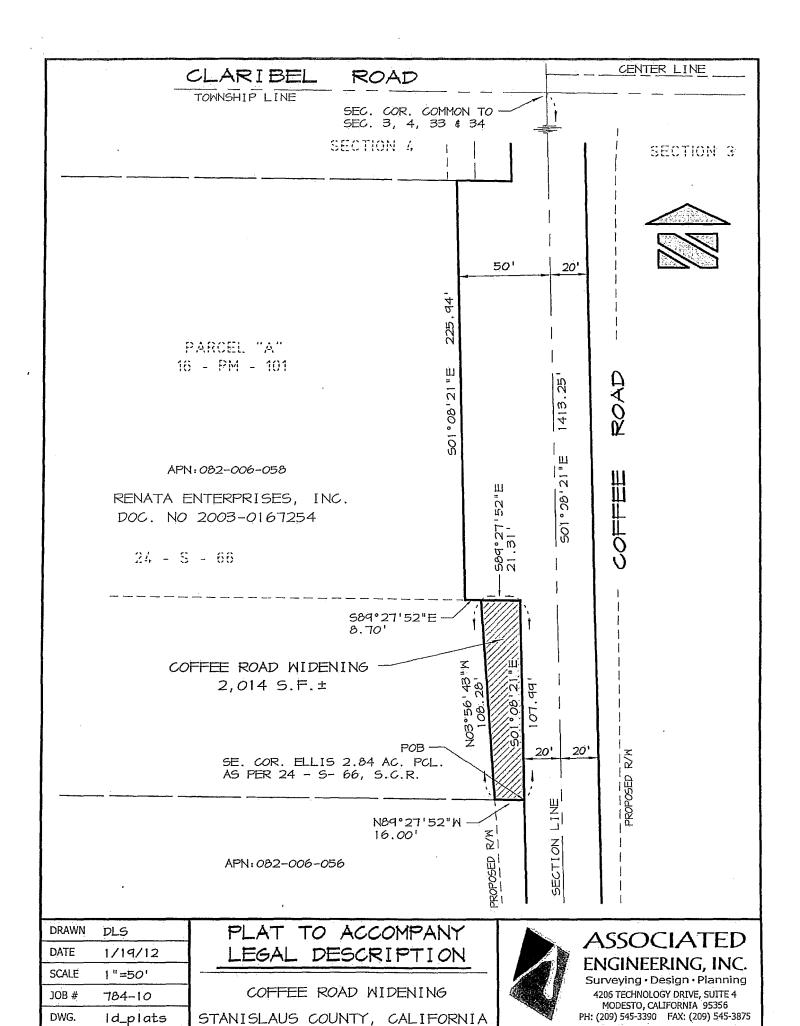
CONTAINING 2,014 Square Feet more or less.

SUBJECT to all easements and/or rights of way of record.

No. 7126

Dave Skidmore, P.L.S. 7126

1/24/12



Agreement for Purchase Renata Enterprises, Inc. Page 1 of 4

Project: Claribel Road Widening Grantor: Renata Enterprises, Inc.,

a California corporation

APN: 082-006-058 (portion)

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Renata Enterprises, Inc., a California corporation (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 fee simple portion of real property described in Exhibit A and shown in Exhibit B, each attached hereto which are incorporated herein by this reference (the "Property"), and improvements.

2. **DELIVERY OF DOCUMENTS/ESCROW.**

All documents necessary for the transfer of 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 First American Title Company, 1506 H Street, Modesto, CA 95354, at (209) 529-5000.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property and improvements (the "Purchase Price") is THREE THOUSAND FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$3,517.00), and is payable and segregated as follows:

\$ <u>2,417.00</u>	Fee Simple (2,014+/- Sq. Ft. or 0.0462+/- acre)
\$N/A	Temporary Construction Easement
\$ <u>1,100.00</u>	Cost to Cure (removal of 2 trees, agricultural lane)
\$ 3,517.00	Total

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 good, marketable and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Agreement for Purchase Renata Enterprises, Inc. Page 2 of 4

Good, marketable and insurable fee simple title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of \$2,417.00, showing 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.

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. LEASE WARRANTY

Grantor represents and warrants to County that there are no oral or written leases on all or any portion of property exceeding a period of one month, and Grantor further agrees to hold County harmless and reimburse County for any an all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month, except: NONE.

Agreement for Purchase Renata Enterprises, Inc. Page 3 of 4

6. **POSSESSION.**

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

7. 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.

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 7,2013 as follows: COUNTY OF STANISLAUS **GRANTOR** RENATA ENTERPRISES, INC., a California corporation Vito Chiesa Chairman of the Board of Supervisors Its: President ATTEST: By: Christine Ferraro Tallman Name: Clerk of the Board of Supervisors of the County of Stanislaus, State of California Its:

Agreement for Purchase Renata Enterprises, Inc. Page 4 of 4

APPROVED AS TO CONTENT:

Department of Public Works

Matt Machado

Public Works Director

APPROVED AS TO FORM:

John P Dotring, County Counsel

Thomas E. Boze

Deputy County Counsel

Recording Requested By:

First American Title Company

Order No. 5005-3753290 APN: 082-006-058 (portion) Project: Claribel Road Widening

When Recorded Mail To: STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS 1716 MORGAN ROAD MODESTO, CA 95358

EXHIBIT A

No Documentary Transfer Tax - Exempt per R&T Code 11922-Governmental Acquisition, NO RECORDING FEE per GC 6103

GRANT DEED

(Corporation)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RENATA ENTERPRISES, INC., a California corporation, organized and existing under and by virtue of the laws of the State of California, hereby GRANTS to the COUNTY OF STANISLAUS, a political subdivision of the State of California, the following described real property situated in the unincorporated area of the County of Stanislaus, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: RENATA ENTERPRISES, INC., a California corporation By: Name: By:_____ Name: 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 Renata Enterprises, Inc., a California corporation 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 provisions of Government Code 27281, and the grantee consents to recordation thereof by its duly authorized officer. **MATT MACHADO, Public Works Director** of Stanislaus County, State of California Dated:

EXHIBIT "A" LEGAL DESCRIPTION COFFEE ROAD RIGHT OF WAY WIDENING A.P.N.:082-006-058

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Northeast quarter of Section 4, Township 3 South, Range 9 east, Mount Diablo Meridian, described as follows:

ALL that portion of that certain parcel of land conveyed to Renata Enterprises, Inc., a California Corporation by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on September 30, 2003 as Document No. 2003-0167254, being more particularly described as follows:

BEGINNING at the Southeast corner of that certain Ellis 2.84 acre parcel of land as shown on that Record of Survey filed in the Office of the Recorder of the County of Stanislaus on October 21, 1998 in Book 24 of Surveys at Page 66, said corner lies on the West right of way line of 40.00 foot wide County Road known as Coffee Road; thence North 89°27′52″ West along the South line of said Ellis 2.84 acre parcel, a distance of 16.00 feet; thence North 03°56′43″ West, a distance of 108.28 feet to a point on the right of way line of Coffee Road; thence South 89°27′52″ East along said right of way line, a distance of 21.31 feet to an angle point in the West right of way line of said Coffee Road; thence South 01°08′21″ East along said West right of way line, a distance of 107.99 feet to the point of beginning of this description.

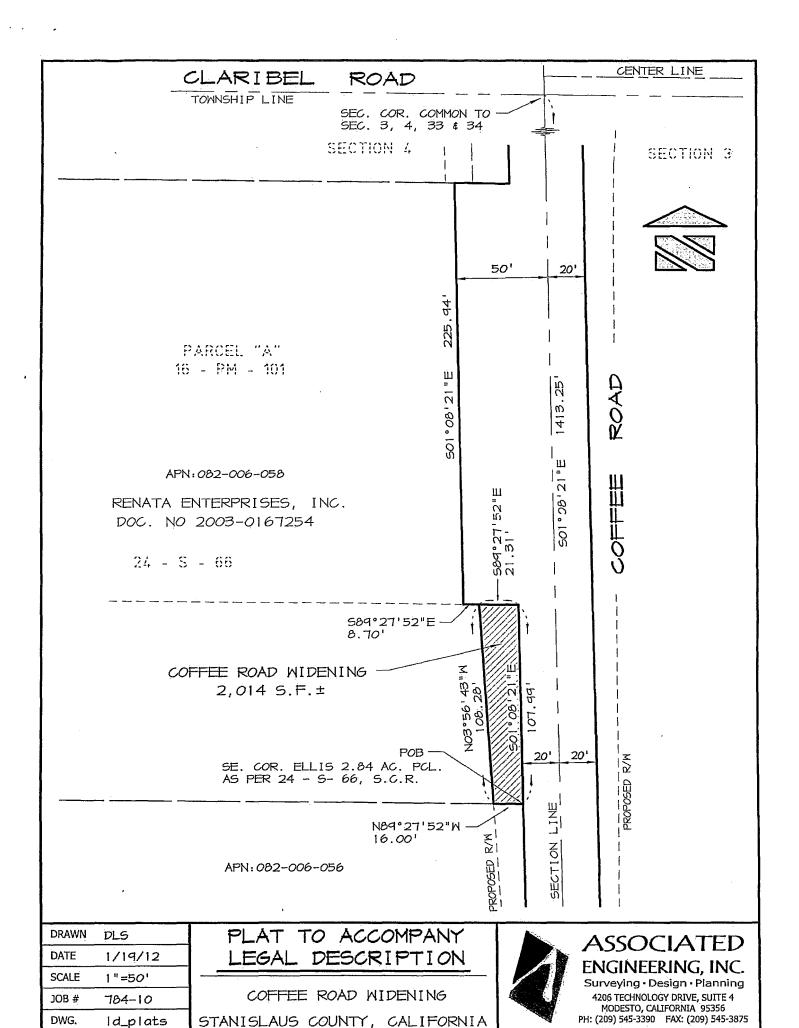
CONTAINING 2,014 Square Feet more or less.

SUBJECT to all easements and/or rights of way of record.

No. 7126

Dave Skidmore, P.L.S. 7126

1/24/12



NO FEE RECORDING REQUESTED BY: BOARD OF SUPERVISORS

RETURN TO: STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS 1716 MORGAN ROAD MODESTO, CA 95358

By Mott Manh

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2013-0071981-00

Acct 503-First American Title Co
Thursday, AUG 22, 2013 08:00:00
Itl Pd \$0.00 Rcpt # 0003422745
OAM/R3/1-4

Rudu Humo. - -

APN: 082-006-056

GRANT DEED

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

Renata Enterprises, Inc., a California Corporation

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California all that real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A" AND "B"

RENATA ENTERPRISES, INC., a California Corporation			
(sign)			
(print) Renee' Ellis, President Dated: 0017/2013	***************************************		
APPROVED as to description: LSF.	Dated:	8/12/2013	
CERTIFICATE OF ACCEPTANCE AN	ID CONSENT TO R	ECORDATION	
This is to certify that the interest in real property conveyed From Renata Enterprises, Inc., a California Corporation to County hereby accepted by the undersigned officer or agent on behalf of the authority conferred by resolution of the Board of Supervisors of the Cothe provisions of Government Code Section 27281, and the grantee	of Stanislaus a politica ne Board of Supervisor County of Stanislaus ad	al subdivision of the State of California, is of the County of Stanislaus, pursuant i lopted on March 8, 2011 in accordance wi	to th
Matt Machado, Director of Public Works of Stanislaus County, State of California			

Dated:

ACKNOWLEDGMENT

State of California)
) ss
County of Stanislaus)

On June 17, 2013, before me, Lynette Asay, Notary Public, personally appeared **RENEE' ELLIS**, 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.

LYNETTE ASAY
COMM. # 1867897 O
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
My Commission Expires Oct.11, 2013

(seal)

EXHIBIT "A" LEGAL DESCRIPTION COFFEE ROAD RIGHT OF WAY WIDENING A.P.N.:082-006-056

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Northeast quarter of Section 4, Township 3 South, Range 9 East, Mount Diablo Meridian, described as follows:

ALL that portion of that certain parcel of land conveyed to Renata Enterprises, Inc., a California Corporation by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on September 30, 2003 as Document No. 2003-0167255, being more particularly described as follows:

BEGINNING at the Southeast corner of that certain Ellis 2.84 acre parcel of land as shown on that Record of Survey filed in the Office of the Recorder of the County of Stanislaus on October 21, 1998 in Book 24 of Surveys at Page 66; said corner lies on the West right of way line of 40.00 foot wide County Road known as Coffee Road; thence South 01°08′21″ East along last said West right of way line, a distance of 118.90 feet to a point on the Northwesterly right of way line of that 130.00 foot wide strip of land known as Lateral No. 6 and conveyed to the Modesto Irrigation District by Deed filed in the Office of the Recorder of the County of Stanislaus on June 8, 1903 in Volume 87 of Deeds at page 40; thence South 71°52′21″ West along last said line, a distance of 10.45 feet; thence North 03°56′43″ West, a distance of 122.56 feet to a point on the south line of said Ellis 2.84 acre parcel of land; thence South 89°27′52″ East along last said line, a distance of 16.00 feet to the point of beginning of this description.

CONTAINING 1,572 Square Feet more or less.

SUBJECT to all easements and/or rights of way of record.

D.L. SKIDMORE

Dave Skidmore, P.LS. 7126

2/14/12

