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

ACTION AGENDA SUMMA	ARY
DEPT: Public Works	BOARD AGENDA #_*C-4
Urgent Routine	AGENDA DATE August 13, 2013
CEO Concurs with Recommendation YES NO (Information Attached)	4/5 Vote Required YES NO NO
SUBJECT:	
Approval of a Purchase Agreement to Acquire Road Right-operated Parcel Owner: K-B Farm Fab and Welding, a Gene 074-015-006 (Portion)	
STAFF RECOMMENDATIONS:	
 Approve the purchase agreement for the acquisition of a Parcel Number (APN): 074-015-006 (portion). 	portion of the parcel identified as: Assessor's
2. Authorize the Chairman of the Board to execute the purc	chase agreement.
 Authorize the Director of Public Works to sign and cause Stanislaus County as authorized by Board Resolution No 	
FISCAL IMPACT: The total estimated cost for the Claribel Road Widening propurchase of this Right of Way (ROW) is funded 100 Transportation Impact Fee program and consists of \$50, property on the parcel and \$1,135 for estimated title insurative Fiscal Year 2013-2014 Public Works Road Projects Budgets	7% from the Public Facilities Fee-Regional 485.74 for the purchase of a portion of real ance and escrow fees. Funding is available in
BOARD ACTION AS FOLLOWS:	·
	No. 2013-413
On motion of SupervisorWithrow, Second and approved by the following vote, Ayes: Supervisors:O'Brien, Withrow, Monteith, De Martini, and 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:	ınd Chairman Chiesa

ATTEST

FLIZABETH A KING Assistant Clerk

File No.

Approval of a Purchase Agreement to Acquire Road Right-of-Way for the Claribel Road Widening Project, Parcel Owner: K-B Farm Fab and Welding, a General Partnership; Assessor's Parcel Number 074-015-006 (Portion)

DISCUSSION:

The Claribel Road Widening project proposes to widen Claribel Road from two lanes to four lanes from McHenry Avenue to Oakdale Road, construct a Class I bikeway, replace the Modesto Irrigation District Lateral No. 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 Mitigated Negative Declaration for the project. County Public Works staff is currently in the process of acquiring the ROW necessary to complete the project.

The County needs to acquire ROW from K-B Farm Fab and Welding, a General Partnership, to accomplish this project. The property is located on the northern side of Claribel Road, midway between McHenry Avenue and Coffee Road. The property owner has agreed to accept the following as outlined in the Agreement for Acquisition of Property in Attachment 1:

- Property Owner: K-B Farm Fab and Welding, a General Partnership
- Amount of Compensation: \$50,485.74
- APN: 074-015-006 (portion), ROW area: 0.067 Acres

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

ROW acquisition is required from 17 parcels in order to construct the project. ROW is still being negotiated with the owners of 9 parcels.

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.

"ATTACHMENT 1"

Agreement for Purchase K-B Farm Fab and Welding Page 1 of 3

> Project: Claribel Road Widening Grantor: K-B Farm Fab and Welding APN: 074-015-006 (portion)

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and K-B Farm Fab and Welding, a General Partnership (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 Exhibits 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 is as follows:

Land (Fee Simple: 2,904+/- Sq. Ft. X \$2.00/Sq. Ft.)	\$ <u>5,808.00</u>
Temporary Construction Easement	\$N/A
Cost to Cure (loss of utility, asphalt, lawn, fencing, concrete,	
flag pole, and protective wall)	\$ <u>44,677.74</u>
Total	\$50,485.74

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 K-B Farm Fab and Welding Page 2 of 3

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 \$5,808.00, 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.

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.

Agreement for Purchase K-B Farm Fab and Welding Page 3 of 3

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.

GRANTOR

K-B FARM FAB AND WELDING,

a General Partnership

IN WITNESS WHEREOF, the parties have executed this Agreement on <u>August 13, 2013</u> as follows:

COUNTY OF STANISLAUS

Vito Chiesa

Chairman of the Board of Supervisors

ATTEST:

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

Deputy Clerk

APPROVED AS TO CONTENT:

Department of Public Works

Matt Machado, Director

APPROVED AS TO FORM:

Michael H. Krausnick John P. Dos Zie

County, Counsel

By:

Thomas E. Boze

Deputy County Counsel

Recording Requested By:

First American Title Company Order No. 5005-3753282 Project: Claribel Road Widening

When Recorded Mail To:

Dated:

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

> Road Name: <u>Claribel Road</u> APN: 074-015-006 (portion)

GRANT DEED

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

K-B FARM FAB AND WELDING, a General Partnership,

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF		
Dated: 7-12-13	By: Rame: Brime Hall Its: Partner 16-8	
APPROVED as to description: CERTIFICATE OF ACCEPTANT	Dated: NCE AND CONSENT TO RECORDATION	
This is to certify that the interest in real property conveyed by the deed or grant dated from K-B FARM FAB AND WELDING, a General Partnership to County of Stanislaus, a political subdivision of the State of California, 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 March 8, 2011, in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.		
MATT MACHADO, Public Works Director of Stanislaus County, State of California		
By		

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Almes) ss.
On 7-12-2013 before me, A. Kieffet, notary Public (Name & Title of Officer)
personally appeared Kometh Ramos and Brian Hall Name(s) of Signer(s)
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.

A. KIEFFER
Commission # 1985388

Notary Public - California Alameda County My Comm. Expires Jul 19, 2016

(SEAL)

EXHIBIT "A" LEGAL DESCRIPTION CLARIBEL ROAD RIGHT OF WAY WIDENING A.P.N. 074-015-006

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Southeast quarter of Section 33, Township 2 South, Range 9 east, Mount Diablo Meridian, described as follows:

ALL that portion of that parcel of land conveyed to K-B Farm and Welding, a General Partnership by Grant Deed filed in the Office of the Recorder of the County of Stanlslaus on February 17, 1998 as Document No. 89-0014864, being more particularly described as follows:

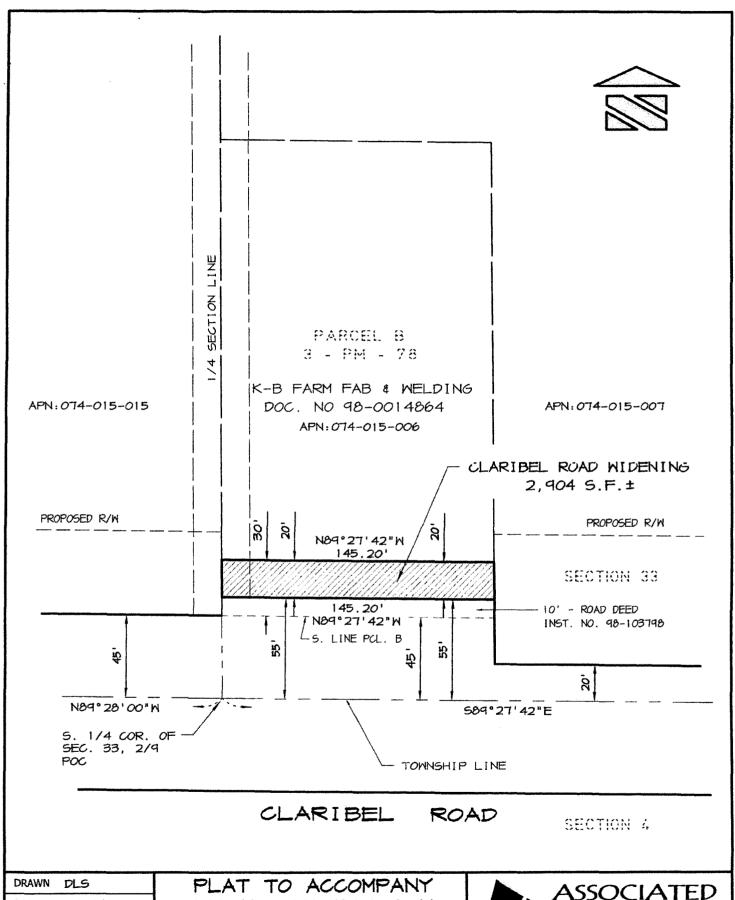
THE North 20.00 feet of the South 30.00 feet of Parcel B as shown on that map filed for record in the Office of the Recorder of the County of Stanislaus on May, 23, 1967 in Book 3 of Parcel Maps at page 78.

The North line of said South 30.00 feet being measured perpendicular to and 75.00 feet North of the South line of said Southeast quarter of Section 33.

CONTAINING 2,904 Square Feet more or less

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

Dave Skidmore, P.L.S. 7126



	<i>D</i> ()
DATE	1/19/12
SCALE	1"=50'
JOB #	784-10
DWG.	ld_plats

LEGAL DESCRIPTION

CLARIBEL ROAD WIDENING STANISLAUS COUNTY, CALIFORNIA



ENGINEERING, INC.

Surveying · Design · Planning 4206 TECHNOLOGY DRIVE, SUITE 4 MODESTO, CALIFORNIA 95356 PH: (209) 545-3390 FAX: (209) 545-3875