

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

DEPT: Public Works *W. Haugh*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE September 10, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Purchase Agreement to Acquire Road Right-of-Way for the Claribel Road Widening Project, Parcel Owner: Gregory Development Co., a California Corporation, Assessor's Parcel Number: 074-014-009

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as: Assessor's Parcel Number (APN) 074-014-009.
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 No. 2011-141 executed on March 8, 2011.

FISCAL IMPACT:

The total estimated cost for the Claribel Road Widening project is \$15,400,000. The \$16,200 for the purchase of this Right of Way (ROW) is funded 100% from the Public Facilities Fee-Regional Transportation Impact Fee program and consists of \$15,400 for the purchase of real property on the parcel and \$800 for estimated title insurance and escrow fees. Funding is available in the Fiscal Year 2013-2014 Public Works Road Projects Budget.

BOARD ACTION AS FOLLOWS:

No. 2013-451

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien

and approved by the following vote,

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

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 a Purchase Agreement to Acquire Road Right-of-Way for the Claribel Road Widening Project, Parcel Owner: Gregory Development Co., a California Corporation, Assessor's Parcel Number: 074-014-009

**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 Gregory Development Co., a California Corporation, to accomplish this project. The property is located on the northern side of Claribel Road, midway between Coffee Road and Oakdale Road, adjacent to the northern border of Modesto Irrigation District Lateral No. 6. The property owner has agreed to accept the following as outlined in the Agreement for Acquisition of Property in Attachment 1:

- Property Owner: Gregory Development Co., a California Corporation
- Amount of Compensation: \$15,400
- APN: 074-014-009, ROW: 0.4 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 six 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.

Project: Claribel Road Widening  
Grantor: Gregory Development Co.,  
a California corporation  
APN: 074-014-009

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Gregory Development Co., 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 real property interest described in Exhibit A, attached hereto which is 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 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 entire Property is:

Land (Fee Simple: 0.4 Acre X \$35,000/Acre)	\$ <u>15,400.00</u>
Severance Damages	\$ <u>    N/A</u>
Total	\$ <u>15,400.00</u>

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.

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 \$15,400.00, 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.

**Agreement for Purchase  
Gregory Development Co.  
Page 2 of 4**

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 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.

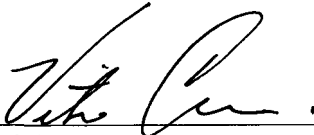
The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the

**Agreement for Purchase  
Gregory Development Co.  
Page 3 of 4**

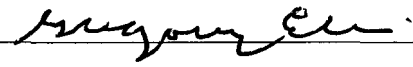
presence of hazardous substances which requires mitigation under Federal or County law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/10/2013 as follows:

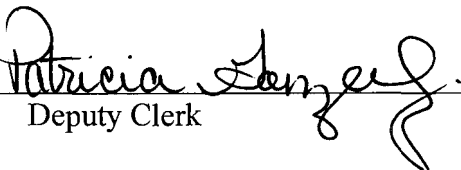
COUNTY OF STANISLAUS

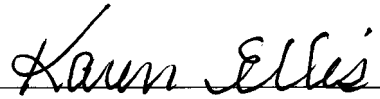
  
\_\_\_\_\_  
Vito Chiesa  
Chairman of the Board of Supervisors

GRANTOR  
GREGORY DEVELOPMENT CO.,  
a California corporation

By:   
\_\_\_\_\_  
Name: Gregory Ellis  
Its: President

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

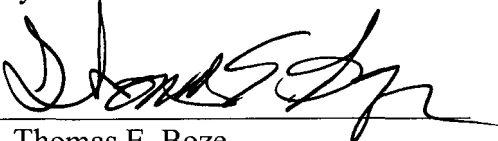
By:   
\_\_\_\_\_  
Deputy Clerk

By:   
\_\_\_\_\_  
Name: Karen Ellis  
Its: Secretary/Treasurer

APPROVED AS TO CONTENT:  
Department of Public Works

  
\_\_\_\_\_  
Matt Machado, Director

APPROVED AS TO FORM:  
Michael H. Krausnick  
County Counsel

By:   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Real property in the unincorporated area of the County of Stanislaus, State of California,  
described as follows:

A STRIP OF LAND 30 FEET WIDE ADJACENT TO AND ALONG THE NORTHERN BOUNDARY LINE  
OF THE RIGHT OF WAY OF LATERAL #6 OF THE MODESTO IRRIGATION DISTRICT IN THE  
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST.

APN: 074-014-009-000

END OF LEGAL DESCRIPTION

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

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

WE HEREBY CERTIFY THIS TO BE A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
RECORDED ON 10-16-13  
INSTRUMENT NO. 2013-0087006  
FIRST AMERICAN TITLE INSURANCE CO.  
BY Jamie Cauter  
Road Name: CLARIBEL ROAD

APN: 074-014-009

## GRANT DEED

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

**Gregory Development Co., 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"

(sign) [Signature]  
(print) Gregory Ellis  
Dated: 8/5/13

[Signature]  
Karen Ellis  
8/5/13

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 Gregory Development Co., a California corporation 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, Director of Public Works**  
of Stanislaus County, State of California

By [Signature] Dated: 9/11/13

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

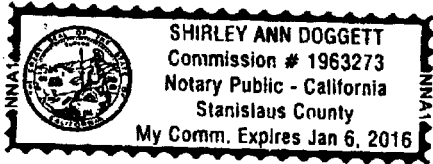
State of California

County of Stanislaus

On August 5 2003 before me, Shirley Ann Doggett - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gregory and Karen Ellis  
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.

Place Notary Seal Above

Signature Shirley Ann Doggett  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CLARIBEL ROAD RIGHT OF WAY WIDENING**  
**A.P.N.:074-014-009**

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Southwest quarter of Section 34, Township 2 South, Range 9 East, Mount Diablo Meridian, described as follows:

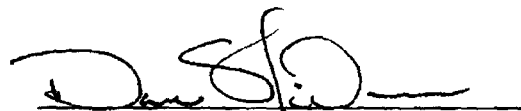
ALL that portion of that certain 30.00 foot wide strip of land conveyed to Gregory Development Co., a California Corporation by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on May 14, 1997 as Document No. 97-0036950, being more particularly described as follows:

COMMENCING at the South quarter corner of said Section 34; thence North 89°27'47" West along the South line of said Southwest quarter of Section 34, a distance of 493.81 feet to a point on the Southwesterly extension of the Northwesterly right of way line of said Lateral No. 6; thence North 48°51'38" East along last said extension of Northwesterly right of way line, a distance of 45.12 feet to a point on the North right of way line of a County Road known as Claribel Road and being the TRUE POINT OF BEGINNING of this description: thence continuing North 48°51'38" East along last said Northwesterly right of way line of Lateral No. 6, a distance of 114.30 feet to a point which lies 106.00 feet perpendicular to and North of said South line of the Southwest quarter of Section 34; thence North 89°27'47" West, parallel to and 106.00 feet North of said South line of Southwest quarter of Section 34, a distance of 45.12 feet to a point on the Northwesterly line of said Gregory strip of land; thence South 48°51'38" West along last said line, a distance of 114.30 feet to a point on the North right of way line of said Claribel Road; thence South 89°27'47" East along said North right of way line, a distance of 45.12 feet to the point of beginning of this description.

CONTAINING 3,429 Square Feet more or less.

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



  
Dave Skidmore, P.L.S. 7126  
11/15/12

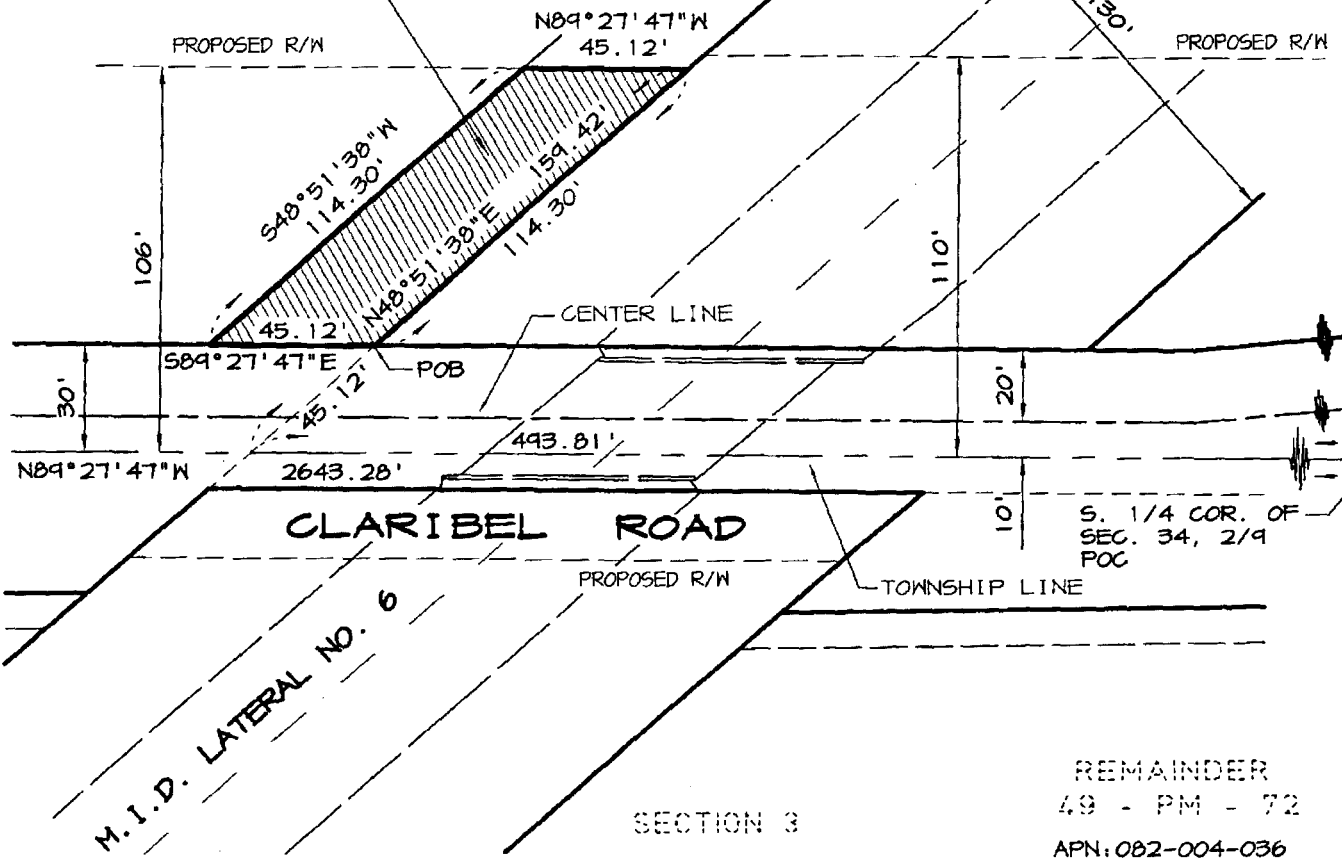


APN: 074-014-009  
 GREGORY DEV. CO.  
 DOC. NO. 97-0036950

APN: 074-014-010

SECTION 34

CLARIBEL ROAD WIDENING  
 3,429 S.F. ±



DRAWN:	DLS
DATE:	11/15/12
SCALE:	1"=50'
JOB #:	784-10
DWG:	ld_plats

**EXHIBIT "B"**

APN: 074-014-009



**ASSOCIATED  
 ENGINEERING  
 GROUP**

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