

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

DEPT: Public Works *MM*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE November 12, 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: Martin Family Holdings LLC, a California Limited Liability Company, Assessor's Parcel Numbers: 083-002-001 and 016 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as: Assessor's Parcel Numbers (APN) 083-002-001 and 016 (portion).
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 \$17,439 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 \$16,199 for the purchase of real property on the parcel and \$1,240 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. 2013-585

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

ATTEST: *Christine Ferraro*  
 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: Martin Family Holdings LLC, a California Limited Liability Company, Assessor's Parcel Numbers: 083-002-001 and 016 (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 Martin Family Holdings LLC, a California limited liability company, to accomplish this project. The property is located on the southern side of Claribel Road on the southeast corner the intersection of Oakdale Road and Claribel Road and extending one-quarter mile east on Claribel Road. The property owner has agreed to accept the following as outlined in the Agreement for Acquisition of Property in Attachment 1:

- Property Owner: Martin Family Holdings LLC, a California limited liability company
- Amount of Compensation: \$16,199
- APN: 083-002-001 and 016 (portion), ROW: 0.1243+/- 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 two 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.

Approval of a Purchase Agreement to Acquire Road Right-of-Way for the Claribel Road Widening Project, Parcel Owner: Martin Family Holdings LLC, a California Limited Liability Company, Assessor's Parcel Numbers: 083-002-001 and 016 (Portion)

**CONTACT PERSON:**

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

AV:sn  
L:\ROADS\9732 - Claribel Road Widening Project\Design\BOS\Martin - 083-002-001\11-12-13 BOS item\_9732 CRW\_Martin ROW  
PA\_for AVerburg

COPY

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

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

Road Name: CLARIBEL ROAD

APN: 083-002-001 & 016 (portion)

## GRANT DEED

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

**MARTIN FAMILY HOLDINGS LLC, a California limited liability company**

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"

(sign) Victoria P. Martin

(print) VICTORIA P. MARTIN

Dated: 9-26-13

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 Martin Family Holdings, LLC, a California limited liability company 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

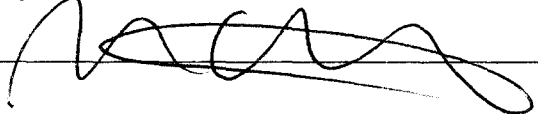
By \_\_\_\_\_ Dated: \_\_\_\_\_

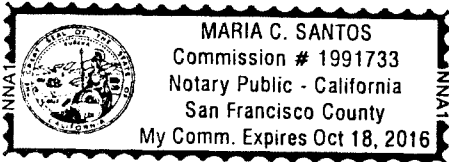
State of California )  
County of San Francisco )

On September 26, 2013 before me,  
Maria C. Santos, Notary Public (here insert name and title of the officer),  
personally appeared Victoria P. Martin,  
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.

Signature  (Seal)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CLARIBEL ROAD RIGHT OF WAY WIDENING**  
**A.P.N.:083-002-001**

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Northwest quarter of Section 2, Township 3 South, Range 9 east, Mount Diablo Meridian, described as follows:

ALL those portions of that certain parcel of land conveyed to Martin Family Holdings LLC, a California Limited Liability Company by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 17, 2004 as Document No. 2004-0209404, being more particularly described as follows:

**PARCEL NO. 1:**

COMMENCING at the Northwest corner of said Section 2; thence South 89°47'06" East along the North line of said Northwest quarter of Section 2, a distance of 215.22 feet; thence South 00°12'54" West, a distance of 17.00 feet to a point on the South right of way line of Claribel Road and being the TRUE POINT OF BEGINNING of this description; thence South 89°47'06" East along last said South right of way line, a distance of 460.00 feet to an angle point in said South right of way line; thence South 88°15'18" West, a distance of 526.31 feet to an angle point in said South right of way of Claribel Road; thence North 74°57'59" East along last said South right of way line, a distance of 68.44 feet to the point of beginning of this description.

CONTAINING 4,140 Square Feet more or less.

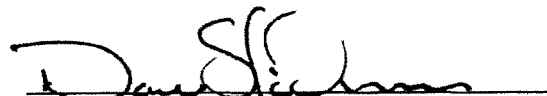
**PARCEL NO. 2:**

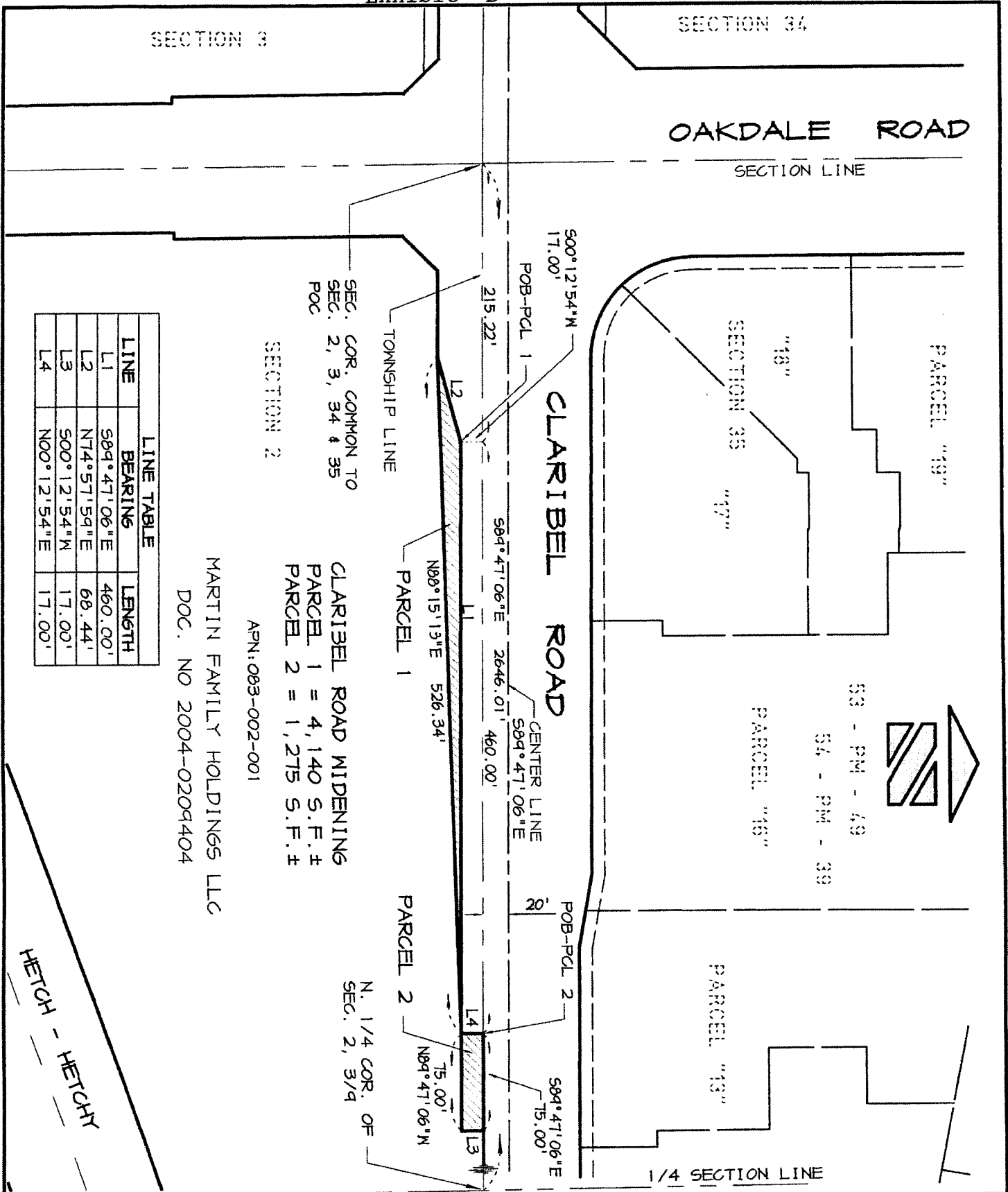
COMMENCING at the Northwest corner of said Section 2; thence South 89°47'06" East along the North line of said Northwest quarter of Section 2, a distance of 675.22 feet to an angle point on the South right of way line of Claribel Road and being the TRUE POINT OF BEGINNING of this description; thence continuing South 89°47'06" East along last said North line of the Northwest quarter of section 2 and the South right of way line of Claribel Road, a distance of 750.00 feet; thence South 00°12'54" West, a distance of 17.00 feet; thence North 89°47'06" West, a distance of 75.00 feet to an angle point in said South right of way line; thence North 00°12'54" East along said South right of way line, a distance of 17.00 feet to the point of beginning of this description.

CONTAINING 1,275 Square Feet more or less.

PARCELS 1 and 2 are subject to all easements and/or rights of way of record.



  
Dave Skidmore, P.L.S. 7126  
1/24/12



LINE	BEARING	LENGTH
L1	S89°47'06"E	460.00'
L2	N74°57'54"E	68.44'
L3	S00°12'54"N	17.00'
L4	N00°12'54"E	17.00'

DRAWN	DLS
DATE	1/19/12
SCALE	1"=100'
JOB #	784-10
DWG.	1d_plats

**PLAT TO ACCOMPANY  
LEGAL DESCRIPTION**

CLARIBEL ROAD WIDENING  
STANISLAUS COUNTY, CALIFORNIA



**ASSOCIATED  
ENGINEERING, INC.**  
Surveying • Design • Planning  
4206 TECHNOLOGY DRIVE, SUITE 4  
MODESTO, CALIFORNIA 95356  
PH: (209) 545-3390 FAX: (209) 545-3875

Project: Claribel Road Widening  
Grantor: Martin Family Holdings LLC,  
a California limited liability co.  
APN: 083-002-001 & 016 (portion)

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Martin Family Holdings LLC, a California limited liability company (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, attached hereto which is 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 is:

Fee Simple: 0.1243+/- Acre (x \$37,000/ac)	<u>\$ 4,599.00</u>
Temporary Construction Easement	<u>\$ N/A</u>
Cost to Cure (removal of 62 trees, ag lane, mod. irrigation)	<u>\$ 6,600.00</u>
Severance Damage	<u>\$ N/A</u>
Administrative settlement	<u>\$ 5,000.00</u>
Total	<u>\$16,199.00</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, but no later than December 31, 2013. 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  
Martin Family Holdings LLC  
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 \$4,599.00, 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. 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 to its knowledge 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  
Martin Family Holdings LLC  
Page 3 of 3**

IN WITNESS WHEREOF, the parties have executed this Agreement on 11/12/2013 as follows:

COUNTY OF STANISLAUS

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

GRANTOR  
**MARTIN FAMILY HOLDINGS LLC,**  
a California limited liability company

By:   
Name: \_\_\_\_\_  
Its: Manager

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

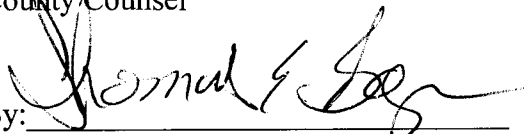
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

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**CLARIBEL ROAD RIGHT OF WAY WIDENING**  
**A.P.N.:083-002-001**

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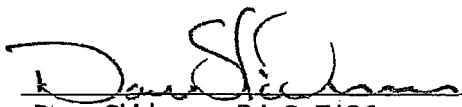
**PARCEL NO. 2:**

COMMENCING at the Northwest corner of said Section 2; thence South 89°47'06" East along the North line of said Northwest quarter of Section 2, a distance of 675.22 feet to an angle point on the South right of way line of Claribel Road and being the TRUE POINT OF BEGINNING of this description; thence continuing South 89°47'06" East along last said North line of the Northwest quarter of section 2 and the South right of way line of Claribel Road, a distance of 750.00 feet; thence South 00°12'54" West, a distance of 17.00 feet; thence North 89°47'06" West, a distance of 75.00 feet to an angle point in said South right of way line; thence North 00°12'54" East along said South right of way line, a distance of 17.00 feet to the point of beginning of this description.

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Dave Skidmore, P.L.S. 7126  
1/24/12

SECTION 3

SECTION 34

OAKDALE ROAD

SECTION LINE

PARCEL "19"

"13"

SECTION 35

"17"

53 - PM - 49

54 - PM - 39

PARCEL "16"

PARCEL "13"

1/4 SECTION LINE

500°12'54"N  
17.00'

POB-PCL 1

215.22'

CLARIBEL ROAD

584°47'06"E

2646.01'

CENTER LINE  
584°47'06"E

20'

POB-PCL 2

584°47'06"E

75.00'

TOWNSHIP LINE

PARCEL 1

PARCEL 2

75.00'

N84°47'06"N

SEC. COR. COMMON TO  
SEC. 2, 3, 34 & 35  
POC

SECTION 2

CLARIBEL ROAD WIDENING  
PARCEL 1 = 4,140 S.F.±  
PARCEL 2 = 1,275 S.F.±

APN: 083-002-001

MARTIN FAMILY HOLDINGS LLC  
DOC. NO 2004-0209404

LINE	BEARING	LENGTH
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N. 1/4 COR. OF  
SEC. 2, 3/4

HATCH - HETCHY

DRAWN	DLS
DATE	1/19/12
SCALE	1"=100'
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