

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

DEPT: Public Works *Mal*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE December 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: Anthony Rodin and the Duggan Family Revocable Trust dated December 24, 2012, Assessor's Parcel Number: 082-004-004

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as: Assessor's Parcel Number (APN) 082-004-004.
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 \$93,110 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 \$91,660 for the purchase of real property on the parcel and \$1,450 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. 2013-610

On motion of Supervisor Monteith, Seconded by Supervisor De Martini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Withrow

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: Anthony Rodin and the Duggan Family Revocable Trust dated December 24, 2012, Assessor's Parcel Number: 082-004-004

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 the Anthony Rodin and the Duggan Family Revocable Trust dated December 24, 2012, to accomplish this project. The property is located at 2030 Claribel Road, Modesto, CA, 95355. The property owner has agreed to accept the following as outlined in the Agreement for Acquisition of Property in Attachment 1:

- Property Owner: Anthony Rodin and Marie A. Duggan, Trustee of the Duggan Family Revocable Trust dated December 24, 2012
- Amount of Compensation: \$91,660
- APN: 082-004-004, ROW: 1.98 Acres

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by the County. Use Permit No. 200-120 was issued to the owner for expansion of the produce stand on December 28, 2006. The conditions of approval for Use Permit No. 2006-120 require an access control barrier to limit access to the approved driveway on Claribel Road as part of the Access and Parking Plan. Currently there is no paved driveway or access control barrier from the existing produce stand to Claribel Road. As part of the negotiation for acquisition of the portion of the property required for the project, the County has agreed to include construction of a paved driveway for access to Claribel Road as part of the project design plans in accordance with the use permits and County standards.

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.

Approval of a Purchase Agreement to Acquire Road Right-of-Way for the Claribel Road Widening Project, Parcel Owner: Anthony Rodin and the Duggan Family Revocable Trust dated December 24, 2012, Assessor's Parcel Number: 082-004-004

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\9732 - Claribel Road Widening Project\Design\BOS\Rodin - 082-004-004\12-10-13 BOS item_9732 CRW_Rodin ROW
PA_for AVerburg

"ATTACHMENT 1"

Project: Claribel Road Widening
Grantor(s): Anthony Rodin and Marie A. Duggan, Trustee
APN: 082-004-004

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (the "County"), and Anthony Rodin, as to an undivided 50% interest, and Marie A. Duggan, Trustee of the Duggan Family Revocable Trust dated December 24, 2012, as to an undivided 50% interest, (the "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 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 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 (1.98 Acres X \$37,000/Acre)	<u>\$73,260.00</u>
Damages (Cost to cure)	<u>\$18,400.00</u>
Benefits	<u>\$ 0</u>
Total	<u>\$91,660.00</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, and assessments and leases recorded and/or unrecorded.

Agreement for Purchase

Anthony Rodin, and Marie A. Duggan, Trustee

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 the Purchase Price, 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.

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.

Grantor acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor waives any and all claims, including, but not limited to, claims for attorney fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor hereby agrees and consents to dismissal of said action. Grantor waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

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 presence of hazardous substances that requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

7. **COUNTY OBLIGATIONS**

County agrees to install a paved driveway, 30 feet wide, on the subject property on Claribel Road approximately 300 feet west of Oakdale Road, as shown on the project plans. County will deliver 2,000 yards of uniform ground-up asphalt material no more than 3 inches in size for use by Grantor for interior roads on the remainder property. The County's construction contractor will coordinate with Grantor's representative for the location(s) to stockpile the material. County also agrees to install a paved driveway at 2030 Claribel Road, 20 feet wide, as shown on the project plans.

7. **ENTIRE AGREEMENT**

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____
as follows:

COUNTY OF STANISLAUS

GRANTOR(S)



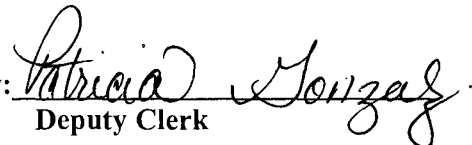
Vito Chiesa
Chairman of the Board of Supervisors

Anthony Rodin

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



Marie A. Duggan
Marie A. Duggan, Trustee


By: 
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works



Matt Machado
Matt Machado, Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

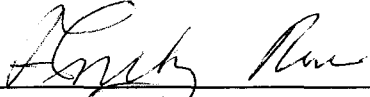
Agreement for Purchase
Anthony Rodin, and Marie A. Duggan, Trustee
Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on 11-15-13
as follows:

COUNTY OF STANISLAUS

Vito Chiesa
Chairman of the Board of Supervisors

GRANTOR(S)




Anthony Rodin

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

Marie A. Duggan, Trustee

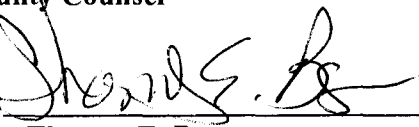
By: _____
Deputy Clerk

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

"ATTACHMENT 2"

Available from Clerk

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: 082-004-004

GRANT DEED

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

Anthony Rodin and Marie A. Duggan, Trustee of the Duggan Family Revocable Trust dated December 24, 2012

do 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) Marie A. Duggan

(print) Marie A. Duggan

Dated: 11/15/13

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 Ante Rodin & Florence Rodin as Trustees of the Ante and Florence 1995 Revocable Trust to the 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: _____

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: 082-004-004

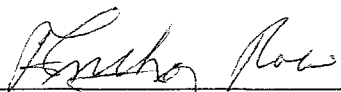
GRANT DEED

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

Anthony Rodin and Marie A. Duggan, Trustee of the Duggan Family Revocable Trust dated December 24, 2012

do 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) 

(print) Anthony Rodin

Dated: 11-15-13

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 Ante Rodin & Florence Rodin as Trustees of the Ante and Florence 1995 Revocable Trust to the 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: _____

EXHIBIT "A"
LEGAL DESCRIPTION
CLARIBEL ROAD RIGHT OF WAY WIDENING
A.P.N. 082-004-004

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

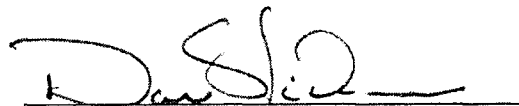
ALL that portion of that certain parcel of land conveyed to Ante Rodin and Florence Rodin as Trustees of the Ante and Florence Rodin 1995 Revocable Trust by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on June 13, 1997 as Document No. 97-0044835, being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast quarter of said Section 3, said corner also being the Northwest corner of said Rodin parcel and lying on the South right of way of a County Road known as Claribel Road; thence South 89°28'14" East along last said South right of way line and the North line of said Northeast quarter, a distance of 1987.35 feet to the Northwest corner of that certain parcel of land conveyed to the County of Stanislaus by Road Deed filed in the Office of the Recorder of the County of Stanislaus on February 28, 2000 as Document No. 2000-0014796; thence Easterly along the South line of last said Road deed, the following five (5) courses: 1.) South 00°31'46" West, a distance of 17.00 feet to an angle point; thence 2.) South 89°28'14" West, 17.00 feet Southerly of and parallel with said North line of the Northeast quarter, a distance of 205.23 feet; thence 3.) South 86°02'27" East, a distance of 300.88 feet to a point which lies 35.00 feet perpendicular to and South of the North line of the Northeast quarter of said Section 3; thence 4.) South 89°28'14" East, 35.00 feet Southerly of and parallel with said North line of the Northeast quarter, a distance of 69.18 feet to an angle point; thence 5.) South 45°01'12" East, a distance of 15.71 feet to a point which lies 46.00 feet perpendicular to and South of the North line of the Northeast quarter of said Section 3; thence leaving last said right of way line and proceeding North 89°28'14" West, 46.00 feet Southerly of and parallel with said North line of the Northeast quarter, a distance of 415.75 feet to an angle point; thence North 88°56'35" West, a distance of 1302.91 feet to a point which lies 34.00 feet perpendicular to and South of the North line of the Northeast quarter of said Section 3; thence North 89°28'14" West, 34.00 feet Southerly of and parallel with said North line of the Northeast quarter, a distance of 853.88 feet to a point on the west line of said Rodin parcel and the West line of said Northeast quarter of section 3; thence North 00°51'34" West along last said line, a distance of 34.01 feet to the point of beginning of this description.

CONTAINING 1.98 Acres more or less.

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




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

APN: 074-014-006

M.I.D. LATERAL
No. 6

LINE TABLE		
LINE	BEARING	LENGTH
L1	500°31'46"W	17.00'
L2	589°28'14"E	205.23'
L3	586°02'27"E	300.88'
L4	589°28'14"E	69.18'
L5	545°01'12"E	15.71'
L6	N00°51'34"W	34.01'



APN: 074-014-007

SECTION 34

APN: 074-014-008

ROAD DEED
DOC. NO. 2000-0014796

PROPOSED R/W

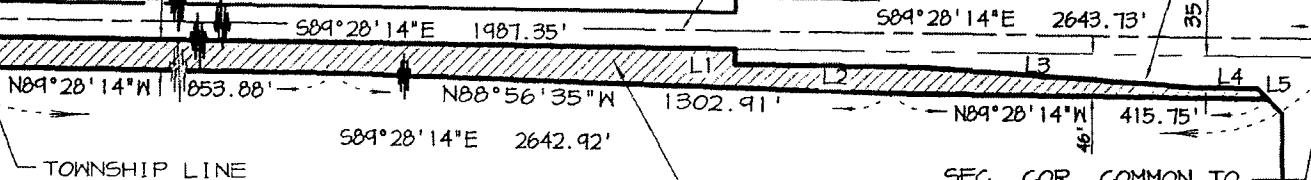
CENTER LINE

CLARIBEL ROAD

SECTION LINE

OAKDALE ROAD

SECTION 35



CLARIBEL ROAD WIDENING
1.98 ACRES±

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

APN: 082-004-036
POB
N. 1/4 COR. OF
SEC. 3, 3/4

1/4 SECTION LINE

APN: 082-004-004

SECTION 3

ANTE & FLORENCE RODIN 1995 REVOCABLE TRUST
DOC. NO. 97-0044835

SECTION 2



ASSOCIATED
ENGINEERING
GROUP
4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

EXHIBIT "B"

APN: 082-004-004

DRAWN: DLS
DATE: 10/19/12
SCALE: 1" = 200'
JOB #: T04-10
DWG: 1d.plats